

Solicitors' Journal.

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CONTENTS.

CURRENT TOPICS:—

Mr. Justice Fry's Court.....	645
The Forfeiture Relief Bill	645
Can Mr. Bradlaugh proceed by Mandamus?.....	645
Notice to Trustees of Fund of Incumbrance on it.....	645
The New Law Courts	646
The Middlesex Registry Bill	646

LEADERS:—

Payment into Court in Actions of Defamation	646
A Man and his Name	647
RECENT DECISIONS	649

REVIEWS	650
GENERAL CORRESPONDENCE	650

CASES OF THE WEEK:—

Pitt v. Jones	651
Taylor v. Grange	651
Bishop, Ex parte	652
M'Culloch, Ex parte	652
Hayes v. Booth	652
Downes v. Hughes & Company (Limited)	653
Stewart v. Stewart	653
Worms v. De Valdor	653
LAW STUDENTS' JOURNAL	653
APPOINTMENTS	654
COMPANIES	654
The Proviso for Re-entry	654
SOLICITORS' CASES	655
LEGISLATION OF THE WEEK	655
CREDITORS' CLAIMS	656
COURT PAPERS	657
LONDON GAZETTES, &c., &c.	658

CASES REPORTED IN THE WEEKLY REPORTER.

Cooper v. Whittingham (Ch.Div. M.R.)	720
Dering's Patent, In re (App.)	719
Fritz v. Hobson (Ch.Div. Fry, J.)	723
Griffin, Ex parte, In re Adams (App.)	714
Harris's Settled Estates, In re (Ch.Div. V.C.M.)	721
Harvey (otherwise Farnie) v. Farnie (Div.Div.)	723
Lewis v. Leonard and another (App.)	719
Noel v. Noel (Ch.Div. M.R.)	720
Norrington, In re, Brindley v. Partridge (App.)	711
"Robert Dixon," The (App.)	716
Sidebotham, Ex parte, In re Sidebotham (App.)	715
"Sir Charles Napier," The (App.)	718
Smith v. Day (App.)	712
Somerset & Walker's Patent, In re (App.)	709
Ward v. Eyre (App.)	712

CURRENT TOPICS.

IT HAS BEEN ARRANGED that Mr. Justice Denman shall occupy the court of Mr. Justice Fry, and hear the cases in the list of that court, during the absence of the latter judge on circuit. It is understood that Mr. Justice Denman will sit for the first time on Saturday, the 3rd of July.

THE MEETING OF SOLICITORS and representatives of building societies, held at the Westminster Palace Hotel on Tuesday last, to consider Mr. Warton's Forfeiture Relief Bill, resolved that the enactment of a measure to restrain the enforcement of provisos for re-entry ought not to be delayed during the period which must be required for the consideration of any comprehensive measure dealing with the law of property. We entirely agree with this expression of opinion, and rather than the matter should stand over, we would accept Mr. Warton's bill, faulty as it appears to us to be in several respects. But we are at a loss to see why there should not be added to this Bill the well-considered provisions which Lord Cairns adopted in the measure he introduced last session. It cannot fail to be to the benefit both of

lessor and lessee that encouragement should be afforded to the settlement, without application to the court, of the terms on which a forfeiture which has been incurred shall be waived. It must also be admitted to be fair that the application to the court for relief, in case the parties fail to agree, should be by the tenant. If the Bill were altered so as to correspond in these respects with Lord Cairns' Bill, and were restricted to leases not at rack rent, there would be much more chance of passing it this session. Half a loaf is better than no bread, and if relief could be obtained in the case of forfeiture of building leases, there would be no great hardship arising from the exercise of the proviso for re-entry.

A SUGGESTION has appeared in print that Mr. Bradlaugh may proceed by way of *mandamus* to compel the Clerk of the House of Commons to administer the oath to him. This is a startling proposition, seeing that this official, although appointed by the Crown, must clearly be the servant of the House which he is appointed to attend. If so, the case seems to fall within the principle of the decision of *Reg. v. Lords Commissioners of the Treasury* (L. R. 7 Q. B. 387); and since a *mandamus* could not issue to the House, neither can it issue to the servant of the House with respect to the performance of that which is a parliamentary duty. But apart from this difficulty, courts usually decline to issue orders which they are incapable of enforcing. Whether the House would order into custody the judges who issued such a *mandamus* is a question which we need not discuss. But how is the official on whom it is sought to impose this duty to carry out the orders he receives? Originally, by the statute of Elizabeth, the Commons' oaths were to be taken before the Lord Steward, for which reason the oath was formerly called an "outdoor oath." The Lord Steward was the servant of the Crown, and the question in a like case might then have lain between the Court of Queen's Bench and her Majesty. By the Act of Charles II. the oath was directed to be also taken "at the table in the middle of the said House, and whilst a full House was there duly sitting, with their Speaker in his chair." An Act of William IV. (1 & 2 Will. 4, c. 9) dispensed with the "outdoor oath" before the Lord Steward; and the Act of 29 Vict. c. 19, s. 3, re-enacts the rules laid down by the Statute of Charles II. as to the mode in which the parliamentary "indoor oath" is to be taken. Now, if the Clerk of the House of Commons is directed by *mandamus* to administer the oath or affirmation (whichever it may be) to Mr. Bradlaugh, how is that official to procure for his occasions "a full House of Commons duly sitting with their Speaker in his chair"? and if he should procure it, what will he be able to do "at the table in the middle of the House," with the Speaker behind it, and the serjeant-at-arms at his elbow? Does it seem probable that any court would issue a *mandamus* which might invite on themselves the perils of breach of privilege, or direct the officer of the House to do an act which the very occasion for the application for the writ shows it would be impossible for him to perform?

THE DECISION in *Rickards v. Gledstones* (3 Giff. 298), that notice of the assignment of a reversionary interest in a trust fund given to the solicitor of the trustees of the fund was notice to the trustees, so as to take it out of the order and disposition of the assignor, has led textbook writers of such eminence as the late Mr. Lewin and Mr. Fisher to state that notice of an incumbrance may be given either to trustees or to their solicitor, and that notice to the solicitor of trustees will bind them. According to the Court of Appeal in *The Saffron Walden Building Society v. Rayner*, (28 W. R. 681.) this is true in a sense, but not in the sense in which it has been understood by the profession. There is no such thing as a solicitor to trustees, meaning thereby a permanent and

tanding relationship. "A man," said Lord Justice Bramwell, "is not a solicitor in the same sense as he is a chaplain, who, I suppose, is continually in his employment or engaged by him as such. A man is a solicitor for another only when that other has occasion to employ him as such. Or, as Lord Justice James put it, "There is no such thing, and no such officer known to the law [as an 'official solicitor']. A man no more has a solicitor in that sense than he has an accountant, or a baker, or butcher. There may be a person whom he employs as an accountant when he wants one, or a person who is his wine-merchant or baker, and a solicitor whom he employs when he wants one, and then the solicitor is his solicitor while he employs him, and in the matter in which that solicitor is employed. Beyond that the solicitorship is at an end." We have quoted the words of these judges because it is of the greatest importance, that our readers should gather the exact bearing of the recent decision. As we understand it, for the future the only cases in which notice of an incumbrance can be effectually given to a solicitor on behalf of trustees is where the solicitor has been constituted the agent of the trustees to receive notice of incumbrances. He may be so constituted either expressly or by his employment by the trustees to distribute the trust fund. He will not be constituted such agent by mere previous employment by the trustees to act in matters connected with the trust estate, nor by his employment to invest part of the trust fund on mortgage, although he may afterwards receive from the mortgagee the interest and continue to pay it by direction of the trustees to the different persons entitled to receive it. The practical result is that, to ensure their validity, all notices of incumbrances must be sent to the trustees.

GOOD PROGRESS is being made towards the completion of the building of the Royal Courts of Justice, and it may reasonably be expected to be ready for occupation in November, 1882. The eastern part of the uncompleted portion of the buildings—the part, that is to say, which bounds the large quadrangle on its western side—is so far advanced that a period short of twelve months should find it fit for occupation by some of the chief clerks to the chancery judges, whose chambers are to be placed in this part of the building. The walls of all the courts (numbering eighteen) are finished, and in some of them progress has already been made in erecting the open timber roofing. The large hall—the substitute for, or successor of, Westminster Hall—is well advanced, the stone-work of the side-lights is within a few days of completion, and the groined stone roof, and the columns from which it is to spring, are already carried so high as to show the first portion of the curve of the arch. Judging from present appearances, the passages in this part of the building will be even darker than those in the portion already completed, and in some places it seems probable that it will be necessary to burn gas during the whole day even in summer. A passage nine feet wide and more than a hundred feet in length cannot be said to be sufficiently lighted by means of a window at one end or even at both ends; and the value of the light borrowed by means of glazed apertures above doors may be estimated by any one on a very cursory inspection of the passages leading to the legal offices in the completed part of the building. In the passages now referred to this borrowed light can be obtained on one side only instead of on both sides. Everywhere throughout the building the crowning stones and parapets are in position round the outside walls, and the workmen are busily engaged in putting up the rafters of the roof. Immense water tanks are placed under the roof to supply water to the building, both for ordinary use and in case of fire. One of the most important matters in connection with the new building is the internal fittings of the courts. This concerns judges, barristers, officials, jurymen, suitors and their solicitors, witnesses, and, lastly, the

general public. In the original plan, the interests of each of these classes were considered, and it is to be hoped that the original arrangement will be adhered to; it was based upon the principle that all those who have business in the courts should have free access, absolutely uninterrupted by the general public, and that no facilities should be given for idlers who make the round of the courts with a view of deriving amusement from what is going on.

THE MIDDLESEX REGISTRY BILL, to which we recently referred, was met on the motion for second reading with the plea of the intention of the Government to lay before Parliament next session "measures dealing with the whole subject of land transfer." We agree with Mr. C. E. Lewis that it is scarcely satisfactory to say that, because a general scheme relating to land transfer is in prospect, a reform affecting exclusively a small area, and more urgently required than any other land law measure, should be set aside. Moreover, the proposals for Middlesex, if they proved a success, would afford a practical guide to the lines on which any general scheme of registration should proceed.

PAYMENT INTO COURT IN ACTIONS OF DEFAMATION.

It seems now to be finally settled by the decision of the Court of Appeal in the case of *Hawkesley v. Bradshaw* (28 W. R. 557, L. R. 5 Q. B. D. 302) that, with the exception of cases where an action is brought to try a right, the defendant has in general a right to pay money into court as well as to plead defences going to the cause of action in respect of which such payment into court is made.

The judges of the Queen's Bench Division have strenuously contended for the opposite view. The first case on the subject was *Spurr v. Hall* (26 W. R. 98, L. R. 2 Q. B. D. 615), in which the judges of that division decided that payment into court could not be pleaded with other pleas, following the old practice on the subject. We ventured at the time (22 SOLICITORS' JOURNAL, 28), notwithstanding the great weight that must be attributed to the opinion of the judges of the Queen's Bench Division, who at different times have enunciated the view upon which *Spurr v. Hall* was decided, to contend that under the new practice the rule ought to be different from that which prevailed under the old practice; and the result has justified our contention. The next case was *Berdan v. Greenwood* (26 W. R. 902, L. R. 3 Ex. D. 251), in which the Court of Appeal held that, in general, payment into court could be pleaded with other pleas, but in that case it was thrown out by way of suggestion in the judgment that possibly a different rule must prevail in actions of libel and slander. In the case we are discussing the question arose in respect of an action of libel, and the court held that the plea of payment into court might be pleaded even with a plea of justification.

This is certainly going a good deal further than *Berdan v. Greenwood*. We contended, when discussing the case of *Spurr v. Hall*, and we venture still to contend, that though the general rule ought to be in favour of allowing this mode of pleading, in particular cases the court ought to have, and to exercise, the right of disallowing it as unfair and embarrassing to the plaintiff. We cannot doubt the justice and good sense of allowing this mode of pleading in general. Why should not a defendant be allowed to say, "I deny the right of action altogether, but if you will be content with so much, I am content to pay it rather than be at any more trouble and expense. If you will take that amount, well and good; if not, I will fight you at all points"? He ought not in such a case to have to pay the costs if the plaintiff fails to recover an amount ex-

ceeding his offer. All the subsequent costs are waste of money, brought about by the excessive claim of the plaintiff. It seems to us plain that the justice of the case demands that the defendant should have this right. If he cannot plead in this way, he may have offered by way of compromise more than the amount that the plaintiff ultimately recovers, but may have to pay the costs of the action. The plaintiff, as far as we can see, suffers no injustice. He can take the money out under the rules, and apparently can keep it in any event, and he will have all his costs up to the time of its being paid in. It may be said to be illogical, but it seems to us that this objection savours of the ancient notion, by which the essence of pleading was to reduce the matter to one issue—a very pretty system regarded from the point of view of an artist in pleading, but practically most unjust. Why is it more absurd that a defendant should be allowed to deny the cause of action and to pay money into court than it is to plead never indebted and payment after action brought? or to deny an assault and plead that it was committed in self-defence? We confess ourselves wholly unable to understand the opposite point of view. We can only attribute it to the tendency that the most able and enlightened men sometimes have in favour of a system to which they have grown by long use accustomed.

But we must admit that in the case of libel and slander other considerations of great moment come in. We see no reason whatever why a plea of privilege or a plea denying an innuendo should not be admissible with a plea of payment into court. The difficulty arises with regard to cases where a plea of justification is pleaded. We think, on the whole, that the decision in *Hawkesley v. Bradshaw* was in conformity with reason and justice, but we do not feel sure that there might not be cases in which such a mode of pleading might work hardship to the plaintiff. In *Hawkesley v. Bradshaw* the amount paid into court was merely nominal, being forty shillings. It is obvious that, if this embarrassed the plaintiff, it was because his action was one which ought never to have been brought. If the libel had been substantial, he would clearly have been safe in disregarding the amount paid in; perhaps even he could have treated it as an aggravation of the wrong done, and so as affording an advantage to him by way of increasing the damages. The damages in libel and slander are not confined to the actual pecuniary injury sustained. If the libel is such as to be substantially injurious to a man's character, a payment into court of nominal damages ought not to put him into any difficulty, and, as was observed by the Court of Appeal, the judge, in the event of any eccentricity on the part of the jury, can protect him so far as the costs are concerned. But it occurs to us that, though it might not, and probably would not, often happen in practice, it is just possible that some defendants in exceptional cases might be willing to pay in a more substantial sum than forty shillings. A wealthy and vindictive defendant ought not to be allowed to purchase the right of defaming people. It would be like the old story of the Roman who used to assault people and then tender them the legal compensation. We do not think that there would be much risk in most cases of this course being taken. It would be such a dangerous thing for a defendant to put a high figure himself on the damages that it is only conceivable that this would be done under circumstances of desperation, and if it was done a jury would generally give enough in addition to carry costs. It is, perhaps, however, conceivable that, in some desperate case which the defendant wanted at all costs to keep out of court, it might be done. It does not seem to us that such a mode of pleading ought to be allowed. A defendant seeks, not only compensation by way of damages, but the public vindication of his character. The wrong is oftentimes committed under circumstances of publicity, as in a newspaper. The fact of a payment into court does not involve the same publicity, and

in the case we are putting it is accompanied by a repetition of the libel. It would be a most gross thing, to our notion, that a man should be entitled to repeat the libel upon the record, and yet so far admit its falsity as to pay substantial damages into court.

The hardships we are suggesting would arise to some extent in the case of a payment into court pleaded alone, which is clearly admissible since the Judicature Act. Under Lord Campbell's Act the defendant had to apologize publicly if he paid money into court. But it would be more monstrous still if the defendant could justify. We think the probability of what we are supposing is rather remote, for we do not know of any case in which a substantial amount has been paid into court in an action of defamation; but, then, it must be remembered that, as above mentioned, such a course could not, before the Judicature Act, be taken without an apology. It seems to us, however, that in theory, at any rate, this possibility is an argument against the proposition that there is an absolute general rule in favour of allowing payment into court with a justification in actions of defamation. There are other actions in which somewhat similar questions might arise, such as false imprisonment and malicious prosecution; but there the plaintiff's character is seldom so directly at stake, because it is not generally essential to the defendant's case to allege that the plaintiff was actually guilty of a crime, but only that there was good ground for suspicion against him.

A MAN AND HIS NAME.

III.

THE question how far a patentee is entitled to restrain other manufacturers and the public generally from using his name to describe the article made under the patent stands upon a separate footing, and depends upon the general principle that one trader is not entitled to monopolize words which are properly descriptive of a particular article, or principle of manufacture, or process of construction, and which the public would naturally employ for the purpose of pointing out to what article of commerce, or principle, or process they wish to refer.

The general principle is clearly set out in the judgment of Vice-Chancellor Malins in *Raggett v. Findlater* (22 W. R. 53, L. R. 17 Eq. 29), the "Nourishing Stout" case, where he said—"It is of the highest importance that, on the one hand, every protection should be given to trade-marks when fairly and properly used, and when used within just limits; and, on the other hand, it is of great importance that, by the use of a particular word or anything which may be called a trade-mark, the right should not be unduly extended so as to infringe on the right of traders to call their article by a quality they possess, or to give an undue protection to any man who happens to use a particular word."

And with no less distinctness has the same principle been laid down in America. Thus, in *Caswell v. Davis* (58 N. Y. 223), Folger, J., said, in the New York Court of Appeals, "There is no principle more firmly settled in the law of trade-marks than that words or phrases which have been in common use, and which indicate the character, kind, quality, and composition of the thing, may not be appropriated by any one to his exclusive use. In the exclusive use of them the law will not protect, nor does it matter that the form of words or phrases adopted also indicates the origin and maker of the article. The combination of words must express only the latter. It is the result of all the decisions that known words and phrases indicative of quality and composition are the common property of all mankind. They may not be appropriated by one to mark an article of his manufacture, when they may be used truthfully by another to inform the public of the ingredients which make up an article made by him." So in *Town v. Stetson* (3 Daly, 53) a judge of the New York Court of Common

Pleas said that, "no manufacturer can acquire a special property in an ordinary term or expression, the use of which, as an entirety, is essential to the correct and truthful designation of a particular article or compound." So again, in *Osgood v. Allen* (1 Holmes, 185), another judge laid down that "a genuine name, or a name merely descriptive of an article of trade, or its qualities or ingredients, cannot be adopted as a trade-mark, so as to give a right to the exclusive use of it. The office of a trade-mark is to point distinctively to the origin or ownership of the article to which it is affixed. Marks which only indicate the names or qualities of products cannot become the subjects of exclusive use, for, from the nature of the case, any other producer may employ, with equal truth and the same right, the same marks for like products." And many other statements of the law, both by English and American judges, might be cited to the same effect.

It is obvious that the names of patentees are within the rule thus expounded, for every patent is necessarily taken out for some new invention or improvement, though the invention or improvement is frequently, no doubt, of a somewhat shadowy nature, and the patent is universally described by the name of the patentee, as "Bessemer's Patent," "Newton's Patent." The article manufactured in accordance with the patent then acquires a name derived from the name of the patent process, thus, "Steel manufactured according to Bessemer's Patent," or "Bessemer's Method," or, shortly, "Bessemer Steel." The result is that the name "Bessemer," as applied to steel, by no means indicates steel manufactured at the works of the patentee, or under his direction, but indicates that the steel has passed through a certain process of manufacture, at whatever establishment it may be, and has so acquired the particular aggregation of qualities which steel so manufactured is known to possess. The name, in fact, is descriptive of quality. And there may, of course, be cases, especially where the manufacture has been kept a secret, in which the name of an inventor of a new manufacture may come to be descriptive of the manufactured article, even though no patent was ever taken out. Probably no patent was ever granted to the originator of "James' Powders." But in such cases the name is, of course, not so necessarily descriptive as where there is or has been a patent.

When the name of an inventor or patentee has thus become the name of the article, there would clearly be a double injury inflicted on the public if they were debarred from describing the article by the name which properly belongs to it. For not only would other manufacturers of the same article be unable to convey to the minds of their customers that their goods were the exact equivalent of those which had been made under the patent by the original inventor, but purchasers would be deceived by two or more different names being in use to denote the same article. Lord Hatherley, therefore, in *Young v. Macrae* (9 Jur. N. S. 322), gave it as his opinion that, where a patentee's name had been usually applied to particular goods manufactured by him, not because they were of his make, but because he, as patentee, could alone make them, after the expiration of the patent any one might use the name; and, further than this, that where a patent was for a means of getting at a new natural product, which had for the first time received a name, any one might use the name, even during the continuance of the patent, if he could invent a new means of getting at the natural product without infringing the patent. The name there in issue was "Paraffin Oil," but it seems that the same principle would have applied if the oil had been given out to the public by the patentee as "Young's Oil." In *Liebig's Extract of Meat Company v. Hanbury* (17 L. T. N. S. 298) it was held that the name "Liebig's Extract of Meat" had become descriptive, and could be used by any one who was in possession of the recipe. So "Condy's Fluid," in *Condy v. Mitchell* (26 W. R. 269). On the other hand, in *Wilkie v. McCulloch* (2 S. 413)

the Scotch Court of Session granted an interdict to restrain the use of the name "Wilkie" on ploughs, notwithstanding a defence that the name was used to indicate a class of plough, and not the manufacture of the plaintiff. Here there was no patent. In *Tucker Manufacturing Company v. Boyington* (9 U. S. Off. Pat. Gazette, 455) it was decided that, on the expiration of Tucker's patent for beds, the right to use the name "Tucker's Spring Bed," and to publish a representation of the bed, had become public and common property. And in *In re Richardson* (3 U. S. Off. Pat. Gazette, 120), a registration case, a similar conclusion was arrived at with respect to the name "Richardson's," as applied to a leather-splitting machine.

In the case of *In re Consolidated Fruit Jar Company* (14 U. S. Off. Pat. Gazette, 269) registration was refused to the name "Mason" as applied to seven-inch jars made under an existing patent, since, although the inventor, or those claiming through him, had the sole right to make the article, and call it by its special name during the existence of the patent, at the expiration of the patent the article would be thrown open to manufacture by independent firms, who would be entitled to apply the appropriate name to the jars they made. (See, however, *Ex parte Consolidated Fruit Jar Company*, 16 U. S. Off. Pat. Gazette, 679, in which an opposite conclusion was arrived at.)

On looking into the point, it certainly appears to be reasonable in every way that the mere fact of a name having been exclusively used by a patentee during the continuance of his patent should not be sufficient of itself to give him an exclusive right in the name as long as he keeps up the manufacture; for, as was well pointed out by Mr. Justice Fry in *Linoleum Manufacturing Company v. Nairn* (26 W. R. 463, L. R. 7 Ch. D. 834), where the word "Linoleum" was in issue, "until some other person is making the same article, and is at liberty to call it by the same name, there can be no right acquired by the exclusive use of a name, as showing that the manufacture of one person is indicated by it, and not the manufacture of another." If after the expiration of the patent the patentee were to continue to use the name and no one else were to adopt it, a different state of circumstances would arise. But apart from some such independent user, "protection," to cite the present Master of the Rolls in *Cheavin v. Walker* (L. R. 5 Ch. D. 850), "only extends to the time allowed by the statute for the patent, and if the court were afterwards to protect the use of the word as a trade-mark, it would be in fact extending the time for protection given by the statute. It is, therefore, impossible to allow a man who has once had the protection of a patent to obtain a further protection by using the name of his patent as a trade-mark." The name there held by the Court of Appeal to have become *publici juris* was "Cheavin's" water filter, and Lord Justice James added—"It is impossible to allow a man to prolong his monopoly by trying to turn a description of the article into a trade-mark. Whatever is mere description is open to all the world." In very much the same language he had already said, speaking of the "Wheeler & Wilson" sewing machines (*Wheeler & Wilson Manufacturing Company v. Shakespeare*, 39 L. J. Ch. 36), while Vice-Chancellor, "A man cannot prolong his monopoly by saying, 'I have got a trade-mark in the name of a thing which was the subject of the patent.'"

It is, of course, possible that, though the name is applied to a certain description of articles made under a certain patent, it may also be applied to other articles of the same description but made on a different principle or by a different process which has formed the subject of one or more other separate patents of the same patentee. This is, of course, a question of evidence in each case, and it is for the court or jury to decide on the facts whether one principle or one set of characteristics sufficiently runs through all the differing articles which pass by the same name for the name to be sus-

ceptible of common use as describing that particular principle or set of characteristics. If the verdict is in the affirmative, then the name will be open to the use of all persons whose manufactures embody the principle or set of characteristics in question; if otherwise, the application of the name to a widely differing variety of objects can hardly have any other result than to ascribe to the goods a common manufacturing origin, in which case the name is the property of the manufacturer. This was the question at issue in the "*Singer*" sewing machine cases, in which a great variety of sewing machines had been patented under the same name, very dissimilar in external appearance, and less similar in construction to one another, as the evidence showed, than the various types were to different other makes of machines. When the case of *Singer Manufacturing Company v. Kimball* (11 Macph. 267), came before the Scotch Court of Session, a decision was given for the plaintiffs, on the ground above indicated. In *Singer Manufacturing Company v. Wilson* (24 W. R. 1023, L. R. 2 Ch. D. 434), the Master of the Rolls and Court of Appeal did not decide this point, coming to a decision adverse to the plaintiffs upon a previous point. The House of Lords, however (26 W. R. 664, L. R. App. Cas. 376), reversed the decision on this point, and sent the case back to be tried out in the court below. This particular case went no farther, owing to the pecuniary collapse of the defendants, but in *Singer Manufacturing Company v. Loog*, another action begun by the plaintiffs for the purpose of obtaining a decision on the undetermined point, Vice-Chancellor Bacon (July 24, 1879) came to a conclusion favourable to the plaintiffs, as the Court of Session had already done.

When the name of an inventor has become a good trade-mark—that is to say, when it has come to be recognized as indicative of the manufacturer, by exclusive user, either after the expiration of the patent, or when no patent has been taken out for the invention—the name partakes of the nature of other trade-marks in this respect also, that it is capable of protection by persons to whom it has come during the lifetime or after the death of the inventor. In *James v. James* (20 W. R. 434, L. R. 13 Eq. 421), Lord Romilly was of a different opinion, considering that when a person had discovered a valuable invention and had not patented it, anyone who had discovered the ingredients might sell those ingredients, and might use the name of the person who had discovered them, after his death, but not in his lifetime, and he held that the name of an unpatented invention, "Lieutenant James' Horse Blister," had become common to the public on the death of Lieutenant James, though it had previously been private property. Very recently, however, in *Massam v. Thorley's Cattle Food Company* (ante, p. 505), this view met with disapprobation in the Court of Appeal. Vice-Chancellor Malins had there considered himself bound by *James v. James* to hold that the name "Thorley's Cattle Food" had become *publici juris* on the death of Thorley, but the Lords Justices were of opinion that the name of the unpatented and secret invention, not having been of common right during Thorley's lifetime, had not become so on his death, but had passed to his executors, and they restrained the use of the name by a company formed by another Thorley, a brother of the deceased inventor.

Recent Decisions.

OBLIGATION OF UNDERLESSEE TO INFORM HIMSELF OF CONTENTS OF ORIGINAL LEASE.

(*Porter v. Drew*, C.P.D., 28 W. R. 672.)

The rule established by the older cases as to the circumstances under which an underlessee is bound to inform himself as to the provisions of the original lease may be shortly stated as follows:—If the underlessee

does not know that his lessor is a leaseholder, he is, of course, exempt from any obligation to inquire; and if his lessor makes no stipulation as to the covenants to be inserted in the underlease, he will be entitled to an underlease containing only "usual covenants" (*Porter v. Parker*, 3 My. & K. 280).

If the underlessor informs the intending underlessee that he has a leasehold interest, there is no implied undertaking by him that the lease under which he holds contains usual covenants only; the *onus* is thrown on the underlessee of making himself acquainted with its contents. (See *Grosvenor v. Green*, 28 L. J. Ch. 173, where this rule was laid down by Vice-Chancellor Wood with reference to a sale of leaseholds.) As Sir John Leach said in *Cosser v. Collinge* (3 My. & K. at p. 287), "*Prima facie* a man who agrees to take an underlease must know that he is to be bound by all the covenants contained in the original lease," and "if he enters and takes possession of the property, he is bound by those covenants." This rule was, however, stated by the Court of Appeal in their judgment in *Hyde v. Warden* (26 W. R., at p. 203, L. R. 3 Ex. D., at p. 80) to apply only where the underlessee "has had a fair opportunity of ascertaining for himself the provisions of the original lease."

If the underlessor takes upon himself to make any representations as to the contents of the original lease, the underlessee "is absolved from the necessity of inspecting it for himself, and is entitled to rely on the statement of the underlessor." And a representation by the underlessor may be not only made by express statements by him with reference to the contents of the lease, it may be collected from stipulations in the agreement for the underlease. This seems, if we may say so with deference, to have been rather overlooked in the judgment in *Porter v. Drew*, where Grove, J., appears to have said that, "in *Van v. Corpe* there was an express provision that the superior lease contained nothing but the usual covenants, and it does not, therefore, touch this question." The fact is that in *Van v. Corpe* (2 My. & K. 269) there was no express representation as to the provisions of the superior lease. It was stipulated in an agreement for a lease that the lease should contain the "usual covenants between landlord and tenant," and it was held that this amounted to an implied representation that the lessors were at liberty to grant a lease conformably to the terms of the agreement. Where such a representation is made, it is immaterial whether the underlessee had or had not notice that his lessor himself held under a lease from another person; the terms of the agreement are taken to amount to a representation that, whatever may be the terms under which the lessor holds the property, he is at liberty to grant a lease of it in accordance with the agreement (see 3 My. & K. 277).

In *Porter v. Drew* it was attempted to push this doctrine of implied representation a step further. Lessees holding under a lease binding them to deliver up at the end of their term both landlord's fixtures and trade fixtures, granted an underlease binding the underlessee to deliver up landlord's fixtures. The underlessee, at the time he took his lease, knew that there was a superior lease, but did not ascertain its provisions. Being, at the end of his term, restrained by injunction from removing trade fixtures, he brought an action for their value against his underlessors, contending that since his underlease impliedly enabled him to remove trade fixtures, there was an implied representation by the underlessors that the original lease contained nothing inconsistent with this right. Now, there may be some ground for implying a representation as to the provisions of the original lease from a stipulation for the insertion in the underlease of certain covenants only, but it does seem rather a long step to hold that the mere absence from an underlease of a provision restrictive of the rights of the underlessee amounts to a representation that such provision is also absent from the original lease; and the court refused to imply this representation.]

Reviews.

PURCHASE FOR VALUE WITHOUT NOTICE.

OBSERVATIONS ON THE DEFENCE OF PURCHASE FOR VALUABLE CONSIDERATION WITHOUT NOTICE. By FREEMAN OLIVER HAYNES, Barrister-at-Law. Maxwell & Son.

The evolution of our jurisprudence is certainly a slow and gradual process. Five years after the Judicature Acts an author, writing upon so important a subject as that with which Mr. Haynes has dealt in this pamphlet, finds the question as much *res integra* as on the day when the Acts came into operation. Yet the position of a purchaser for value without notice might have been supposed to be a point which would soon elicit some decisions upon the meaning of the 24th and 25th sections of the Judicature Act, 1873. Before the Act such a person is said to have found himself the peculiar favourite of the courts of equity, who, however, tempered their favour by irritating distinctions between the circumstances in which he should be entitled to it and those in which he should not. Now, under the 24th section above referred to (sub-section 2) a defendant in any action in the Supreme Court is entitled to have the same effect given to any equitable defence "as the Court of Chancery ought to have given if the same or the like matters had been relied on by way of defence in any suit or proceeding instituted in that court for the same or the like purpose before the passing of the Act," and under the 25th section (sub-section 11), the rules of equity are to prevail in all matters not mentioned in the Act in which there is any conflict or variance between the rules of equity and those of law. It might seem that by virtue of the latter section the rules of equity must prevail whenever the fact of a purchase for value without notice is pleaded. But the writer of this pamphlet points out what is no doubt the more correct view, namely, that, having regard to the words of section 24, the question for the purchaser to ask himself is, firstly, whether or not a proceeding similar to the one in which he is now the defendant might formerly have been instituted in the Court of Chancery for the same purpose; and, secondly, whether or not in such a proceeding his defence of purchase for value without notice would have been successful. Thus Mr. Haynes supposes a case in which "chattels belonging to A. are stolen, and are purchased by B. for valuable consideration without notice, but not in market overt, and A. brings an action against B. to recover his property. In such a case the defence has, it is conceived, no application—or, at all events, no application as a defence to the whole action—unless, perhaps, the chattels were of such a description that no damages could compensate A. for their loss, in which last case a bill in chancery to have them delivered up might have been sustained." But the writer goes on to point out that the defence might nevertheless be good to the extent of so much of the action, if any, as consisted of a claim to discovery.

In this view—namely, that the law with regard to purchase for value without notice is not even indirectly modified by the new modes of procedure—any assistance to the understanding of the incoherent mass of cases which contain the equitable doctrines upon the subject cannot fail to be useful; and Mr. Haynes has, in five short chapters, pointed out with great clearness the lines on which the leading decisions have gone, and has endeavoured to bring them to a focus and express a general rule upon the subject. We observe, however, that in formulating his general rule, he appears to have disregarded the decisions in *Williams v. Lambe* (3 Br. C. C. 263) and *Collins v. Archer* (1 Russ. & My. 284), although he had previously fully discussed the doctrine involved in them. But to formulate a single proposition upon the subject is a task of great difficulty; and Mr. Haynes

has to rest his rule, as did Lord Westbury in *Phillips v. Phillips* (4 De G. F. & J. 208) upon thin and unsatisfactory distinctions between the kinds of jurisdiction formerly exercised by the Court of Chancery, which, as he himself suggests, are rather technical than substantial. The fact that it is impossible to state the law, except with reference to these ancient distinctions, sufficiently indicates that, now that we have got one court with a single jurisdiction the law itself needs re-modelling and simplification.

It is to be observed that this plea rested primarily on the fact of conflicting jurisdiction. Where the Court of Chancery was exercising its ordinary jurisdiction—that is to say, its jurisdiction in matters in which the courts of law had practically no jurisdiction at all, but in which the long-established practice of the courts of equity assigned to the parties definite rights and obligations, as in suits relating to trusts, mortgages, and the like—the plea was generally inapplicable; for, as between equitable claimants, the maxim *qui prior est in tempore potior est in jure* was the measure of their rights. But there might, in a proceeding of this character, be a legal claimant, a defendant, for instance, who, in addition to his equitable right as thus ascertainable, had acquired a legal interest under such circumstances that the court would, in case of his being a purchaser for value without notice, allow him the benefit of his legal position; a second mortgagee, for instance, who had advanced his money without notice of the prior charge, might have got in an outstanding legal estate, and might, by virtue of that, claim a priority over the first mortgagee, to which he would not, apart from his legal right, be entitled. And the circumstances under which this benefit, commonly called the *tabula in naufragio*, was allowed, are clearly defined by Mr. Haynes, in his second chapter. In this one case, then, the success of the plea clearly depended upon the existence of conflicting jurisdictions in different courts. The same observation applies to another case in which the plea was allowed—namely, where the plaintiff asked the court to aid him in establishing his legal rights (as by ordering discovery or otherwise). In these cases the defendant, in effect, said either "I have a legal right of which I ought not to be deprived," or, "The plaintiff has a legal remedy, and he ought to be left to make what he can of it." It was only in the third class of cases alluded to by Lord Westbury, those in which the defence was set up against a plaintiff asking the court to exercise some special jurisdiction, which it would exercise or not according to the circumstances, such, for example, as its jurisdiction to set aside a deed for fraud, that the plea was held good without reference to any question of conflicting jurisdiction at all; and this third class of cases is comparatively unimportant. It is surely not irrelevant to ask whether, now that the conflict of jurisdiction has ceased, the rights which resulted from its existence ought to be permitted to continue in their present condition? This little treatise is well worth perusal in the light which it throws upon so important a question. If we may conclude with a suggestion to the author, it is that the practical utility of his labour would be increased by a more exhaustive statement of the reported cases upon the subject.

General Correspondence.

ARTICLED CLERKS.

[To the Editor of the Solicitors' Journal.]

Sir,—Enclosed I send you a copy of a notice that I have given to the Incorporated Law Society of the special resolutions I intend to move at the annual general meeting. I trust that, considering the present position of the society, and the very large sum that it annually receives in the shape of examination fees, these resolutions will

meet with general approval, and that I shall be well supported at the meeting. G. R. DODD.

54, New Broad-street, E.C., June 22.

[The following is the notice referred to by our correspondent:—

To the Secretary of the Incorporated Law Society of the United Kingdom.

I hereby give notice that it is my intention at the next annual general meeting of the society, or at any adjournment thereof, to move the following resolutions, viz:—

1. That this society takes this opportunity of expressing its great satisfaction at the recent institution of examinations for honours at the final examinations.

2. That, for the further encouragement of persons bound or about to be bound under articles of clerkship, it is, in the opinion of this society, now expedient to establish scholarships and studentships to be awarded at the preliminary and other examinations, and that for such purpose a sum of not less than £500 a year be paid out of the funds of the society.

3. That the council be respectfully requested to make all requisite arrangements for carrying out the last resolution and to frame the necessary regulations.]

Cases of the Week.

PARTITION ACT, 1868 (31 & 32 VICT. c. 40), ss. 3, 4, 5—
SALE—PURCHASE OF SHARES AT A VALUATION.—In the House of Lords, on the 21st inst., judgment was given in the appeal of *Pitt v. Jones*. The action was brought under the Partition Act, 1868, by the owners of two sixteenth shares in certain property in the town of Birmingham, who desired an immediate sale of the property. The defendants, representing ten sixteenth shares, opposed the sale upon the ground that, owing to certain local improvements which were in progress, the value of the property would shortly be increased. Malins, V.C., on the defendants undertaking to purchase the shares of the plaintiffs and other persons in the same interest, ordered a valuation in chambers under section 5 of the Act, and a sale and purchase of such shares (*Gilbert v. Smith*, 26 W. R. 905, L. R. 8 Ch. D. 548). This decision was reversed by the Court of Appeal (Jessel, M.R., James and Bramwell, L.J.J.), holding that where section 3 applied section 5 had no operation, and a sale was directed with leave to any of the parties to bid (23 SOLICITORS' JOURNAL, 276, 27 W. R. 719, L. R. 11 Ch. D. 78). The parties who desired to buy the shares at a valuation appealed to the House of Lords. Lord HATHERLEY held that the order of Malins, V.C., ought to be restored. He thought that the Legislature had foreseen that the concurrence of all the parties interested could in many cases not be obtained, and, therefore, section 5 of the Partition Act, 1868, had provided for a case where only a minority desired a sale by enabling the court to allow those opposing the sale to buy in the shares of the minority at a valuation. Lord BLACKBURN thought that the balance of authority was in favour of the decision of the Court of Appeal. He adopted the view taken by Lord Hatherley in *Pemberton v. Barnes* (19 W. R. 988, L. R. 6 Ch. 685), that the *onus* of showing good reasons why there should not be a sale was upon the parties objecting to it; and he also approved of the decision in *Williams v. Games* (23 W. R. 779, L. R. 10 Ch. 204) and *Drinkwater v. Ratcliffe* (24 W. R. 25, L. R. 20 Eq. 528). Section 5 did not compel a party desiring a sale to submit to his own share being sold at a valuation; and if such a person did not choose to accept the valuation he would still have his common law right to a partition, or a right to a sale under the earlier sections. In other words, he had the option of selling his share at a valuation, but he could not be compelled to do so. Lord WATSON concurred with Lord Blackburn, and the appeal was, therefore, dismissed, with costs.—SOLICITORS, *Whately, Milward, & Whitehead; Gamlen & Son; Letts & Son*.

PARTITION—EQUITABLE ESTATES—ACTIVE TRUSTS OVER WHOLE ESTATE.—On the 15th inst., the Court of Appeal affirmed the decision of Fry, J., in the case of *Taylor v. Grange* (28 W. R. 93, L. R. 13 Ch. D. 23). The action was brought for the partition of real estate. Under the will of the former owner of the property, the legal estate was vested in a trustee, upon trust for tenants for life and remaindermen. The will contained a direction that the trustees should work and dispose of the stone under the estate during the continuance of the trusts. And for that purpose the testator empowered the trustees to make such roads over the estate as they might think proper or find necessary, and he conferred on them other discretionary powers affecting the whole estate. The profits of the stone business were to be applied for the benefit of the tenants for life and remaindermen in the same way as the income was directed to be applied. The action was brought by one of the tenants for life and some of the remaindermen against the other persons beneficially interested and the sole acting trustee, claiming a partition of the estate. Fry, J., expressed an opinion that he could not grant a partition except as to the interests of the tenants for life, and the claim was at the bar limited to those interests. But Fry, J., held that there was no legal right to partition, the trust being of an active description, and the plaintiffs having no legal interest in the land. And his lordship said that he could find no precedent for a partition in equity in such circumstances. And, upon principle, he thought that a partition ought not to be granted, because the effect of it would be to extinguish the active trusts which the testator had created. It would put an end to the possibility of carrying on the business which the testator desired should be carried on, and would divide the property in a manner inconsistent with the exercise of the powers which he had thought fit to create. His lordship was of opinion that an equitable owner of property might require partition in a court of equity whenever he was entitled to call for the legal estate, and whenever, on becoming possessed of the legal estate, he might have a partition at law. The present case was not one of that description. The action was accordingly dismissed with costs. The Court of Appeal (JAMES, COTTON, and THESIGER, L.J.J.) affirmed this decision, without hearing the counsel for the respondents.—SOLICITORS, *Torr & Co.; Nash & Field; Johnson & Weatheralls*.

PROOF IN BANKRUPTCY—BILL OF EXCHANGE—PRINCIPAL AND SURETY—GUARANTOR.—In a case of *Ex parte Bishop*, before the Court of Appeal on the 17th inst., a question arose as to the right of a guarantor of the due payment of a bill of exchange to prove in the liquidation of the acceptor for the amount which he had, under his guarantee, paid to the holder of the bill. Bills of exchange for sums amounting to about £20,000 were drawn by one firm upon another, and accepted by the firm upon which they were drawn, mainly for the accommodation of the drawers, it being part of the arrangement that the acceptors were to have £5,000 of the proceeds of the bills. The drawers procured the bills to be discounted by a firm of bill brokers in the city of London, indorsing the bills to the brokers in the ordinary way. The brokers re-discounted the bills with their bankers, but they did not indorse the bills to the bankers. They had, however, some years previously given to the bankers a letter of guarantee, by which, in consideration of the bankers discounting for them any bills they might approve from time to time, the brokers guaranteed the due payment of them as they should respectively fall due. It was proved that it is the common and almost invariable practice of billbrokers in the city of London not to indorse the bills which they re-discount with their bankers, but to give the bankers instead a general floating guarantee to the above effect. Both the drawers and the brokers had stopped payment before the bills became due, and the acceptors were unable to pay them at maturity. The acceptors, however, paid about five shillings in the pound to the bankers, and entered into an arrangement with them for the payment of the balance by instalments. This arrangement they failed to carry out, and they afterwards filed a liquidation petition. The bankers received dividends on the amount of the bills from the estates of both the drawers and the brokers, and they claimed to prove for the unpaid balance in the liquidation of the acceptors. This claim was compromised. The trustee of the brokers then claimed to prove

against the estate of the acceptors for the amount of the dividends which the estate of the brokers had paid to the bankers in respect of the bills. It was admitted that, if the brokers had indorsed the bills to the bankers, the claim could not have been resisted. But it was contended that, though by the law merchant the holder for value of a bill of exchange must be taken to have an implied authority from the acceptor to indorse it over, and thus to become a surety at the implied request of the acceptor for the due payment of the bill by him, yet a guarantee given by the holder, without the knowledge of the acceptor, could not be taken to have been given by his implied authority or at his implied request, but the giver of it, though paying a part of the amount of the bill on the compulsion of his guarantee, must be taken as against the acceptor to have made a mere voluntary payment, for which he could not prove against the acceptor's estate. The Court of Appeal (JAMES, COTTON, and THESIGER, L.J.J.) refused to accede to this argument, and held that the proof ought to be admitted. JAMES, L.J., said that it would be contrary to ordinary notions of justice if the proof was not admitted. The acceptors were liable for a sum of money part of which had been paid by other persons. The bills were manufactured for the purpose of raising money for the joint benefit of the drawers and acceptors, and were put out into the world as negotiable instruments. So far as the brokers were concerned, it did not signify which of the two firms were drawers and which acceptors. The transaction was in substance the same as if both drawers and acceptors had gone together to the bankers and asked them to discount the bills. It must have been perfectly well known to both that the brokers could discount the bills only by means of advances made to them by their bankers; that they would re-discount the bills and would have to make themselves liable to the bankers. The well-established practice of bill brokers not to indorse the bills which they re-discounted with their bankers, but to give the bankers a general guarantee that they would be liable upon the bills to the bankers as if they had indorsed them, must have been well known to the gentlemen who manufactured these bills. So far as his lordship was aware, there was no authority, and he could see no principle, for holding that the liability created by such a guarantee differed from that which was created by the indorsement of a bill. No special authority was ever given by the acceptor of a bill to the holder to indorse it. His lordship was of opinion that by the making of a negotiable instrument, a sufficient authority was given to the brokers to render themselves liable in respect of the bills, and that they paid the amount which they had paid to the bankers as much under compulsion as if they had indorsed the bills in the ordinary way. Indeed, it might be called a mere accident that the brokers did not, by the guarantee, confer on the bankers a formal authority to indorse their names on the bills. If they had done so there would have been no dispute about the right to prove. COTTON, L.J., said that no doubt the payment of a bill of exchange under a compulsion, undertaken without the express or implied request of the person primarily liable, would not give a right to prove against that person's estate. But why was it that the indorser of a bill of exchange was under a compulsion, authorized by the acceptor, to pay it? Because the acceptor impliedly authorized any holder to indorse the bills, and to transfer his rights against the acceptor. In the present case the drawers of the bills must be taken to have been acting on behalf of the acceptors as well as of themselves, and to have been authorized by the acceptors to deal with the bills in the ordinary way of business, for the purpose of getting them discounted. They acted within that authority in going to the brokers to get the bills discounted, and that conferred on the brokers an authority to deal with the bills according to the ordinary course of business in the city of London, and consequently to guarantee the payment of the bills to the bankers. The payment, therefore, was made under a compulsion, which was undertaken under the implied authority of the acceptors, and the brokers were entitled to prove against the estate of the acceptors for what they had paid. THESIGER, L.J., was also of opinion that an original authority from the acceptors to the brokers to give the guarantee was to be implied from the circumstances.—SOLICITORS, *Laurance, Plews, & Baker; Travers, Smith, & Brathwaite*.

ADJUDICATION OF BANKRUPTCY—JURISDICTION—PRINCIPLE.
ADJUDICATION BY IRISH COURT.—In a case of *Es parte M' Culloch*, before the Court of Appeal on the 17th inst., a question arose whether an adjudication of bankruptcy ought to be made against a debtor who had already been adjudicated a bankrupt in the Court of Bankruptcy in Ireland. The debtor traded in Ireland and also at Liverpool, and had creditors and assets in both places. He also had creditors in Scotland. On the 19th of April he presented a petition to the Irish court, asking for protection of his property and person from process until further order, and that such proposal as he might make to his creditors, and which should be agreed to by them, might be executed under the direction of the court. A protection order was made the same day until the 18th of May, and a meeting of the creditors was summoned for the 3rd of May. The meeting was held on that day, and a proposal made by the debtor was rejected by the creditors. No further proceeding was taken under this petition. On the 24th of April an English creditor issued a debtor's summons against the debtor out of the Liverpool County Court and served it on him. On this summons an act of bankruptcy was committed on the 1st of May, and on the 3rd of May the summoning creditor presented a bankruptcy petition in the county court, founded on the act of bankruptcy committed on the debtor's summons. The 13th of May was fixed for the hearing of the petition, and a receiver was appointed. On the 4th of May an adjudication of bankruptcy was made against the debtor in the Irish court on a petition presented by himself on that day. A man sent by the English receiver took possession of the debtor's property in Ireland on the 4th of May, but was turned out of possession by a receiver appointed by the Irish court. When the English petition came on for hearing, the judge of the county court refused to make an adjudication, on the ground that an adjudication had been already made in Ireland. BACON, C.J., reversed this decision, holding that the petitioning creditor was entitled to an adjudication *ex debito justitie*. Before the Court of Appeal it was urged that the Irish adjudication could not relate back, whereas the English adjudication might relate back to an earlier act of bankruptcy than the default on the debtor's summons, and would thus be more for the benefit of the creditors generally. And reliance was placed on the fact that the debtor himself was the appellant, and that no creditor was complaining. The court (JAMES, COTTON, and THESIGER, L.J.J.) affirmed the decision of BACON, C.J. JAMES, L.J., thought that the English adjudication ought to stand for what it was worth. The only person who was contesting it was the debtor. It was quite clear that he was within the very words of the Act; he had committed an act of bankruptcy, and the petitioning creditor had applied for an adjudication in the proper way, and to the proper tribunal. Without saying that in every case an adjudication was *ex debito justitie*—for, as the Chief Judge had pointed out, the Court of Bankruptcy still retained its old jurisdiction to decline to make an adjudication when it saw that it was being used inequitably, or to annul it when it had been made—yet if the court refused to make the adjudication in the present case, it would be prejudging the question what was the best course to take in the interest of the creditors—whether the English or the Irish adjudication should go on. The Irish court could be trusted to decide which was the proper course. COTTON, L.J., said that there might be difficulties in working out the order, but the question was whether the court ought to cut the matter short at once. THESIGER, L.J., said that the proceedings in Ireland were obviously taken by the debtor for the purpose of defeating the English bankruptcy, and it was reasonable, as regarded both the petitioning creditor and the creditors generally, that the adjudication should be made in England. The petitioning creditor had taken all the proper steps regularly to obtain the adjudication, and under it transactions might be overreached which could not under the Irish adjudication.—SOLICITORS, *J. Hands; Singleton & Tattershall*.

PRACTICE—ACCIDENTAL SLIP IN ORDER—MODE OF ALTERATION.—In a case of *Hayes v. Booth*, before the Master of the Rolls on the 18th inst., a motion was made for the alteration of an order by inserting the words "freehold and" before the word "leasehold," they having been omitted by an accidental slip from the order as drawn up. A question was raised as to whether a fresh order need be drawn up to enable the original order to be altered.

JESSEL, M.R., said that the practice was to alter the order on the production of counsel's brief only, and that no fresh order was required to amend the original order.—SOLICITORS, *Peacock & Goddard*.

PRACTICE—TRIAL BY JURY—INFRINGEMENT OF PATENT—SUFFICIENCY OF SPECIFICATION—COMPLICATED ISSUES—TRIAL BEFORE JUDGE—RULES OF COURT, 1875, ORD. 36, R. 26.—In a case of *Downes v. Hughes & Company (Limited)*, before the Master of the Rolls on the 18th inst., a motion was made by the defendant that, notwithstanding the notice of trial before a jury given by the plaintiff, the action might be tried before the judge without a jury under ord. 36, r. 26. The action was one for infringement of a complicated patent for a combination, and the issues raised were want of novelty, the insufficiency of the specification and the infringement. JESSEL, M.R., said that this was an action which as an ordinary rule would be tried before a judge of the Chancery Division without a jury, but the plaintiff had, notwithstanding that he had marked it for his court, chosen to give notice of trial before a jury. The defendant said this was not a proper case for a trial before a jury, and he relied on several grounds. The first was that the question of novelty, involving, as it did, the consideration of various previous patents, was not a fit one for a jury. As a general rule juries were not able to understand these questions properly, and in effect there was no fact in dispute, and the whole question was one of applied mechanics. In his opinion that issue was not a proper one for a jury. The second issue was also an extremely difficult one as to the sufficiency of the specification, and it was one which he did not consider a jury would be competent to deal with. Then the other issue as to infringement was also most complicated and difficult, having regard to the character of the two machines. This no doubt was in a sense an issue of fact, but it really would almost entirely depend on expert evidence, and was not an issue which a jury could satisfactorily deal with. In his opinion the action was one that ought clearly to be dealt with by a judge of the Chancery Division, and he ought not to be afraid to say so. There was, moreover, this remark to be made as to a trial at the assizes, there might not be sufficient time to try the case and it might be made a *remantel*, or the judge might not think it a case fit for a jury and might send it for trial to an official referee. Anything more unsatisfactory than either of the last events happening he could not conceive, and in mercy to the parties he thought the present order would be the best. The costs would be costs in the action.—SOLICITORS, *Doyle & Sons; J. Henry Johnson*.

WILL—HOTCHPOT CLAUSE—EXTENT OF APPLICATION—INTENTION OF TESTATOR.—In a case of *Stewart v. Stewart*, before the Master of the Rolls, on the 21st of June, a question was raised on further consideration as to the extent of the application of a hotchpot clause in a will. By the will the testator had given certain property to his six children, and had directed them to bring into hotchpot any advances made to them. By a codicil the testator revoked the gift to one of his children, and, accordingly, one-sixth of the property was undisposed of, and passed to his next of kin—i.e., his widow and the other five children. The question argued was whether any advances were to be brought into hotchpot as to the undisposed-of share as against the widow or only as against the other children. JESSEL, M.R., said that the object of the will was that the children should share equally *inter se*. The testator had subsequently revoked the gift of one share, the effect being that that share went to his next of kin, and that his wife was interested in it, as well as his other children. The question was whether the testator intended the hotchpot clause to apply further than as among children. In his opinion, according to the will, the testator only intended the clause to apply as amongst his children, and according to the general law, following *Meinertzen v. Walters*, L. R. 7 Ch. 570, under the Statutes of Distributions, the whole doctrine of advances only applied to children. The children therefore need not bring any advances into hotchpot as against the widow.—SOLICITORS, *Van Sandau & Cumming; Nash & Field; Philip Roberts; Crowder, Anstie, & Vizard*.

COSTS—HIGHER SCALE—RULES AS TO COSTS—ORD. 6, R. 3.—In a case of *Worms v. De Valdor*, before Fry, J., on the 17th inst., the question arose as to the scale on which costs were to be given. The action was brought for the purpose of obtaining the delivery up for cancellation, on the ground of fraud, of certain bills of exchange accepted by the plaintiff, or for the cancellation of the plaintiff's acceptance of the same. The plaintiff also asked for damages for the wrongful detention of the bills, and an injunction, until the delivery up or cancellation, to restrain the defendants from negotiating, parting with, or in any way dealing with the bills, with further relief. The action was tried before Fry, J., on January 28. He gave judgment for the plaintiff, with costs (28 W. R. 346), but no mention was made in the order of the scale on which the costs were to be given. The plaintiff now moved for a direction to the taxing master to tax and allow the costs to the plaintiff on the higher scale. FRY, J., said that he thought he might accede to the application, and direct that the costs should be given on the higher scale. The case was one of great perplexity, and one in which it was fit that the higher scale should be applied. As a general rule he should be unwilling to direct the higher scale to be applied on an application made subsequent to the hearing, since the facts of the case would, in all probability, have to be re-discussed at a great expense of public time. The facts of the present case, however, were within his lordship's recollection, and he thought that under the rules as to costs (ord. 6, r. 3), he had power to make the order now asked, subsequent to the hearing, and he accordingly directed the costs to be taxed on the higher scale.—SOLICITORS, *M. Abrahams & Co.*

Law Students' Journal.

LAW STUDENTS' DEBATING SOCIETY.

The weekly meeting of this society was held at the Law Institution, Chancery-lane, on Tuesday evening last, Mr. A. M. Ellis in the chair. The following was the question appointed for discussion: "A testator bequeaths his residuary estate upon trust for all his children who shall attain the age of twenty-one years, but directs that none of them shall be entitled to receive their shares until the youngest for the time being shall have attained the age of twenty-one years. Testator has a number of children, and one of them having attained the age of twenty-one years dies during the minority of the youngest child. Are the representatives of the deceased child entitled to his share?" Mr. Percy B. Grogan opened the discussion in the affirmative; Mr. Christopher Child supported the negative. Messrs. J. W. Evans, B.Sc., F. J. Green, and E. G. Spiers supported the affirmative. The question on being put to the meeting was decided in the affirmative by a large majority.

UNITED LAW STUDENTS' SOCIETY.

On Monday, the 14th inst., a meeting of the above-named society was held at the Law Institution, Mr. D'A. B. Collyer in the chair, to discuss the following moot:—"A. by a letter posted on the 3rd of October, enters into a contract with B. The letter reaches B. on the 11th of October, who immediately posts his acceptance to A. Meanwhile, on the 8th of October, A. posts a letter to B. revoking the contract. Can A. revoke the contract?" Mr. Owen opened the discussion in the affirmative, and Messrs. Acland, Mott-Whitehouse, Kains-Jackson, Shera, and several other members opposed the opener. Mr. Pickersgill gave a qualified support to Mr. Owen, who replied late in the evening, and, after the chairman had summed up, the moot was decided in the negative by a large majority.

On Wednesday, the 16th inst., the society met at Clement's-inn Hall, Mr. B. T. Barram in the chair. The motion on the paper, "That this society views with satisfaction the non-renewal of the Peace Preservation Act," was opened by Mr. N. F. Synott. The motion was supported by Messrs. Morice, Kittle, Pickersgill, and MacLaren, and it was opposed by Messrs. Kains-Jackson, Owen, Mott-Whitehouse, and Phillips. Shortly before ten o'clock, Mr.

N. F. Synott replied, and, after the chairman had put the motion to the society in the usual manner, it was found that the votes for and against the motion were equal. The chairman then gave his casting vote against the motion, which was accordingly lost.

A meeting of this society was held on the evening of Wednesday, the 23rd inst., at Clement's-inn Hall, Mr. B. T. Bartrum in the chair. The motion on the paper was, "That the rights of landowners with respect to the preservation of game require curtailment." Mr. A. H. Spokes opened the debate, and was supported by Messrs. Renner-Maxwell, Kittle, and Maclaren, and opposed by Messrs. Acland and Bateman-Napier. Mr. Spokes then replied, and upon a division the motion was carried by a majority of five.

The annual dinner of the society will take place at Anderton's Hotel, Fleet-street, on Wednesday, the 30th inst., at seven p.m., Mr. Montague Cookson, Q.C., in the chair. Members intending to be present are requested to communicate with Mr. R. B. D. Acland, 13, Vincent-square, S.W., and to come in morning dress.

Appointments, &c.

Mr. JOSEPH BROWN, Q.C., has been appointed a Commissioner of Assize for the Oxford Circuit. Mr. Brown practised for several years as a special pleader, and was called to the bar at the Middle Temple in Michaelmas Term, 1845. He became a Queen's Counsel in 1865, and he is a member of the South-Eastern Circuit. He is a bencher of Lincoln's-inn, and chairman of the Incorporated Council of Law Reporting.

Mr. FREDERICK THEOBALD LANGLEY, solicitor (of the firm of Corser, Fowler, & Langley), of Wolverhampton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. CHARLES ROBERT LYNE, solicitor, of Newport, Monmouthshire, has been appointed by Lady Llanover to be Steward of the Manor of Abercarnie, in succession to Mr. Thomas Morgan Llewellyn, resigned. Mr. Lyne was for several years deputy town clerk of the borough of Newport. He was admitted a solicitor in 1871, and he is also steward of the manor of Rogerstone, and clerk to the Usk and Ebbw Fishery Board, and to the Mynyddislwyn School Board.

Mr. JOSEPH JOHNSON LEEMAN, M.P., solicitor, of York, has been appointed a Deputy-Lieutenant for the West Riding of Yorkshire. Mr. Leeman is the son of Mr. George Leeman, clerk of the peace for the East Riding, and late M.P. for York, and he was born in 1842. He was admitted a solicitor in 1865, and is in partnership with his father and Mr. Joseph Wilkinson. He was elected M.P. for the city of York in the Liberal interest in March last.

Mr. ROBERT PAYNE, solicitor, of Frome, has been appointed Steward of the Manor of Frome, in succession to Mr. Malin Messiter, deceased. Mr. Payne was admitted a solicitor in 1859, and is in partnership with Mr. William Dunn, clerk of the peace and clerk to lieutenancy for Somersetshire.

Mr. SYDNEY CHARLES SCOTT, of the firm of Scott & Barham, of 39, King-street, Cheapside, London, E.C., has been appointed a Commissioner of the High Court of Judicature at Fort William, in Bengal, to take the acknowledgments of married women in respect of property in India, and also to take affidavits or affirmations in all suits, matters, and proceedings depending in that court.

Mr. LEOFRIC TEMPLE, Q.C., who has been appointed Recorder of the City of Carlisle, on the resignation of the Solicitor-General, is the son of the late Mr. Christopher Temple, Q.C., judge of county courts, and chancellor of the County Palatine of Durham. He was called to the bar at Lincoln's-inn in Easter Term, 1843, and is a member of the Northern Circuit. He was for several years a revising barrister, and became a Queen's Counsel in 1872. Mr. Temple is a bencher of Lincoln's-inn, and deputy recorder of Liverpool.

Mr. WILLIAM THORNBURN, solicitor, of Carlisle, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Companies.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CHARLES DENHAM AND COMPANY, LIMITED.—Petition for winding up presented June 15, directed to be heard before the M.R., on June 26. Emmet and Son, Bloomsbury sq, agents for Wavell and Co, Halifax, solicitors for the petitioners.

FLAGSTAFF SILVER MINING COMPANY OF UTAH, LIMITED.—Petition for winding up presented June 15, directed to be heard before the M.R., on June 26. Eley, New Broad st, solicitor for the petitioner.

FLAGSTAFF SILVER MINING COMPANY OF UTAH, LIMITED.—Petition for winding up presented June 16, directed to be heard before the M.R. on June 26. Hillierys and Taylor, Fenchurch bldgs, solicitors for the petitioner.

MERCANTILE AND EXCHANGE CLUB, LIMITED.—The M.R. has, by an order dated May 27, appointed Charles Minshull, Fenchurch st, to be official liquidator.

NAVAL, MILITARY, AND GENERAL DRESS AND OUTFITTING ASSOCIATION, LIMITED.—V.C. Malins has, by an order dated April 23, appointed John Stockdale Stallard, 1, Gresham bldgs, Basinghall st, to be official liquidator. Creditors are required, on or before July 15, to send their names and addresses and the particulars of their debts or claims to the above. Thursday, July 29 at 12, is appointed for hearing and adjudicating upon the debts and claims. RIPLEY OLD BREWERY COMPANY, LIMITED.—V.C. Hall has fixed June 28 at 12 at his chambers as the time and place for the appointment of an official liquidator.

SHIPOWNERS' AND MARINERS' INSURANCE COMPANY, LIMITED.—Petition for winding up presented June 10, directed to be heard before the M.R. on June 26. De Fivas, Devonshire st, Portland pl, solicitor for the petitioner.

[Gazette, June 18.]

CIVIL SERVICE AND GENERAL BREAD AND FLOUR SUPPLY ASSOCIATION, LIMITED.—V.C. Hall has fixed July 1 at 1, at his chambers, as the time and place for the appointment of an official liquidator.

CIVIL SERVICE MEAT SUPPLY ASSOCIATION, LIMITED.—By an order made by V.C. Bacon dated June 12, it was ordered the above association be wound up. Vanderpump, Gray's inn sq, solicitors for the petitioner.

GREAT EASTERN GLACIARIUM COMPANY, LIMITED.—By an order made by the M.R. dated June 12, it was ordered that the above company be wound up. Duncan and Co, Bloomsbury sq, solicitors for the petitioners.

OLDBURY BRICK COMPANY, LIMITED.—Petition for winding up presented June 21, directed to be heard before the M.R. on July 3. Newman and Co, Cornhill, solicitors for the petitioners.

SLATE COMPANY, LIMITED.—Creditors are required, on or before July 16, to send their names and addresses, and the particulars of their debts or claims to Alfred Audrey Broad, Walbrook. Friday, July 30 at 11 is appointed for hearing and adjudicating upon the debts and claims.

TRADERS' BANKING AND SUPPLY COMPANY, LIMITED.—V.C. Hall has, by an order dated May 14, appointed Harry Seymour Foster, Copthall bldgs, to be official liquidator.

TRAVELLERS' ACCIDENT INSURANCE COMPANY, LIMITED.—By an order made by the M.R. dated June 12, it was ordered that the company be wound up. Hanbury and Co, New Broad st, solicitors for the petitioner.

[Gazette, June 22.]

UNLIMITED IN CHANCERY.

NORTH AND SOUTH WILTSHIRE JUNCTION RAILWAY COMPANY.—Petition for winding up presented June 17, directed to be heard before V.C. Malins, on July 2. Parson, Strand, solicitor for the petitioner.

TORHAM, WOODBURY, AND LYMPSTONE WATERWORKS COMPANY.—By an order made by the M.R. dated June 12, it was ordered that the above company be wound up.—Ballard, Clifford's inn, solicitor for the petitioner.

[Gazette, June 22.]

COUNTY PALATINE OF LANCASTER.

PRESTON VICTORIA LOAN, DISCOUNT, AND DEPOSIT COMPANY, LIMITED.—Creditors are required, on or before July 10, to send their names and addresses and the particulars of their debts or claims to Thomas Dewhurst, Theatre bldgs, Fishergate, Preston.

[Gazette, June 22.]

FRIENDLY SOCIETIES DISSOLVED.

FOLKESTONE FRIENDLY (BENEFIT SOCIETY, British Lion Inn, 81 Bayle, June 15.

GREAT WESTERN RAILWAY WEST MIDLAND PROVIDENT ASSOCIATION FRIENDLY SOCIETY, Great Western Railway Company's Office, Worcester.

HALES FRIENDLY SOCIETY, Carpenters' Arms Inn, Hales, Norfolk. June 18.

[Gazette, June 22.]

THE PROVISO FOR RE-ENTRY.

On Tuesday a conference of solicitors and representatives of various building societies throughout the country was held at the Westminster Palace Hotel, the subjects for consideration including the forfeiture clauses of leases and the registration of land. The conference also had before it the proposals contained in the Bills in regard to conveyancing and solicitors' remuneration. Mr. Torrens, M.P., presided, and there were also present Mr. Hopwood, M.P., Q.C., Mr. F. W. Buxton, M.P., Mr. Higham, Mr. Addison, and a number of gentlemen connected with provincial building societies.

The CHAIRMAN, referring to the proposals in Mr. Warton's Bill now before Parliament, said that the right-minded members of the House of Commons approved the principle embodied in that measure. Its object was to enable courts of law to give relief from the operation of forfeiture clauses in leases under which, at times, powers were exercised destructive of the leaseholders' interests. He could not see why the courts should not have this power, which would, no doubt, ease the relations between the leaseholder and the landowner. He was favourably inclined towards Mr. Warton's Bill, which he believed was calculated to meet the difficulties which now existed.

Mr. ADDISON (of the firm of Linklater, Hackwood, Addison, & Brown) moved the following resolution:—"That it is desirable to give power to the High Court of Justice to restrain the enforcement of provisos of forfeiture which are contained in leases, and that the Bill introduced by Mr. Warton should pass into law during the present session, and should not be delayed during the period which must be required for the consideration of any comprehensive measure dealing with the laws of property."

Mr. J. H. MASON seconded the motion.

A discussion ensued regarding cases of hardship which had arisen through courts of equity refusing to restrain forfeiture of leases under clauses which had been regarded as merely formal. Mr. Stevens urged that the Bill should be referred to a Select Committee, in order that these cases of hardship might be made more generally known. The chairman said that such a course would destroy all chance of passing the Bill this session. A gentleman who described himself as the representative of Liverpool brewers said his clients thought that the measure would interfere with their publichouse properties, which were held by tenants under forfeiture leases. When the tenants, by their manner of conducting the houses, brought the licences into jeopardy, the brewers would not be able to eject them in a summary manner so as to save the leases. He suggested that the Bill should be amended to meet these cases.

Mr. HIGHAM said the Bill would be considered by a committee of gentlemen, and might be amended to meet such cases. After some further conversation, the resolution was carried unanimously.

Mr. LEARROYD (Leahey & Leahey, solicitors) moved, on the subject of land registration, "That this meeting cordially concurs in the recommendation of the committee of last session on land titles and transfer in favour of the establishment of 'registries of assurances' throughout England and Wales; and, having regard to the special and urgent necessity that exists for giving immediate effect to this recommendation, without waiting for more comprehensive legislation on the subject, expresses its earnest approval of the Bill now before Parliament to improve the constitution, and extend the district of the Middlesex Land Register, and hopes that the Bill may become law during the present session." The mover reminded the meeting that the Dimsdale and other great land frauds had been committed with ease through the absence of any compulsory registration of transactions in land.

Mr. GREEN seconded the motion. In reply to questions, Mr. Leahey said that the cost of registration, it was thought, should be covered by half a guinea. The resolution was carried. Lord Cairns' Conveyancing Bill and the Solicitors' Remuneration Bill were also discussed, but no resolutions were presented with regard to them.

Solicitors' Cases.

COMMON PLEAS DIVISION.

(Before Lord COLERIDGE, C.J., and GROVE, J.)

June 23.—*In the Matter of W. R. Philp, a Solicitor.*

This was a matter in which, upon complaint made against the respondent, a master of the court had been directed to hold an inquiry and make a report to the court. The charge against Mr. Philp was that he had misappropriated a cheque for £50, which he had received from one of his clients. The cheque was made payable to order and was indorsed "W. Philp," and the explanation given by him before the master was that he was ill at the time, that his clerk had the management of the office, and that he did not believe the indorsement was his, as he was in the habit of signing his name "William Philp." The master reported that the case was one of grave suspicion.

Murray appeared for the Law Society, and Fryer for the client who had drawn the cheque. On behalf of Mr. Philp no cause was shown.

Lord COLERIDGE, after observing that Mr. Philp or his clerk must certainly have received the proceeds of the cheque, pointed out that the latter had never been called before the master, nor had Mr. Philp taken any steps to prosecute him. Mr. Philp himself had not sworn positively that he never had the money, nor had he sworn that the endorsement was not in his writing. He came to the conclusion, therefore, that Mr. Philp was not a fit person to remain on the rolls of the court. The rule, therefore, would be made absolute that he be struck off.

GROVE, J., concurred.

Legislation of the Week.

HOUSE OF LORDS.

JUNE 17.—BILL READ A SECOND TIME.

PRIVATE BILL.—Liverpool Corporation.

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Neath Harbour Commissioners, Mersey Railway, London and North-Western Railway (Sutton Coldfield and Lichfield Railway), Ely and Bury St. Edmunds (Light) Railway Amendment, Prescott Gas.

Settled Land, Conveyancing and Law of Property.

JUNE 18.—BILL READ A SECOND TIME.

PRIVATE BILL.—Helston Railway.

BILL READ A THIRD TIME.

PRIVATE BILL.—Worcester and Aberystwith Junction Railway.

JUNE 21.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Loose Valley Railway, Sutton Bridge Dock.

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Lonsdale Settled Estates, South London Tramways (Extensions), Chipping Wycombe Borough Extension.

JUNE 22.—BILLS READ A THIRD TIME.

PRIVATE BILLS.—British Gaslight Company (Limited) (Staffordshire Potteries), Pegwell Bay Reclamation and Sandwich Haven Improvement, Liverpool and Birkenhead Subway, Denton and Houghton Gas.

HOUSE OF COMMONS.

JUNE 17.—BILLS READ A THIRD TIME.

PRIVATE BILLS.—London, Brighton, and South Coast Railway, London, Tilbury, and Southend Railway, Northampton Tramways, Local Government Highways Provisional Orders (Salop).

BILL READ A FIRST TIME.

Bill to Amend the Common Law Procedure Act and the Judicature Act (Mr. Mellor).

JUNE 18.—BILL READ A SECOND TIME.

Savings Banks.

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Lancaster Corporation, Llanely and Myaydd Mawr Railway, Mersey Docks and Harbour Board, Stapenhill Bridge, Wednesfield and Wyrley Bank Railway (Abandonment), Drainage and Improvement of Lands Provisional Order (No. 2), Gas and Water Orders Confirmation, Local Government Provisional Orders (Abingdon, &c.).

JUNE 21.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Aberdare Markets and Town Hall, Black Sluice Drainage, Hunt's Patent, Rother Levels (Improvement of Drainage Rye Harbour), Shrewsbury (Kingland) Bridge, Witham River Outfall Improvements.

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Lincoln Gas, Swansea Harbour, Wrexham Water.

BILL IN COMMITTEE.

Wild Birds Protection.

BILL READ A FIRST TIME.

Bill to Amend the Laws relating to Game and Trespass on Land (Sir H. Selwin-Ibbetson).

JUNE 22.—BILL READ A SECOND TIME.

Consolidated Fund (No. 1).

JUNE 23.—BILLS READ A SECOND TIME.

PRIVATE BILL.—Blenheim Settled Estates.

Bankruptcy Act Amendment, Merchant Shipping Act (1854) Amendment.

BILL IN COMMITTEE.

Consolidated Fund (No. 1).

Creditors' Claims.

CREDITORS UNDER ESTATES IN CHANCERY.
LAST DAY OF PROOF.

CRAWSHAY, ROBERT THOMPSON, Cyfarthfa Castle, Merthyr Tydfil, Esq. July 8. Crawshay v Crawshay, V.C. Hall. Lawrence, New sq, Lincoln's inn
CLARK, WILLIAM, Old Goole, York, Farmer. July 9. Clark v Foster, M.R. Burland and Son, South Cave
EASLE, WILLIAM, Torrione avenue, Kentish town, Gent. July 12. Rodman v Taylor, V.C. Bacon. Groom, Raymond buildings, Gray's inn
FILBEE, FRANCIS, Lewknor, Oxford, Farmer. July 6. Filbee v Filbee, M.R. Jones, Watlington
KING, HENRY SAMUEL, Chigwell, Essex, Esq. June 30. Sewell v King, V.C. Hall. Plews, Old Jewry chambers
MOORE, WILLIAM, Sunderland, Durham, Solicitor. July 10. Moore v Moore, M.R. Lougden, Sunderland
MORPHEUS, REV NARCISSE, Sutherland pl, Bayswater. July 1. Freshfield v Perthesi, V.C. Hall. Freshfields and Williams, Bank buildings
WILDIG, WILLIAM, Woore, Salop, Builder. July 9. Wildig v Wildig, M.R. Onions, Market Drayton

[Gazette, June 11.]

BLACKALLER, JOHN, Pourton, Dorset, Farmer. July 15. Blackaller v Blackaller, V.C. Hall. Groves, Lincoln's inn fields
FORBES, CHARLES JAMES FORBES SMITH, Captain H.M. 10th Regt of Foot. Oct 25. Forbes v Forbes, M.R. Cardale, Bedford row
HAMILTON, WILLIAM, Grosvenor pl, Commercial rd. July 10. Hamilton v Hamilton, V.C. Malins. Warburton, West st, Finsbury circus
HUMPAGE, CHARLES, Moor Green Mills, Worcester, Metal Roller. July 7. Nield v Humpage, V.C. Hall. Mewitt, Birmingham
SMYTH, WILLIAM HENRY, Charles, Devon, Gent. July 9. Smyth v Smyth, M.R. Day, South Molton
STEVENSON, FREDERICK GOUBE, Moorgate st chambers, Wine Merchant. July 13. Hankin v Stevenson, V.C. Bacon. Routh, Southampton st, Bloomsbury
STONE, JOHN, Ewell, Surrey, Brick Manufacturer. July 8. White v Keen, V.C. Bacon. Lettis, jun, Bartlett's buildings

[Gazette, June 15.]

BAILEY, ELY, Billingham, Lincoln, Farmer. July 16. Bailey v Bailey, M.R. Poole, Chancery lane
BOWEN, WILLIAM ADDENBROKE, Surbiton, Surrey, Esq. Sept 30. Lapraik v Wood, V.C. Malins. Atkinson, Ferntower rd, Highbury New Park
CADOGAN, SIR GEORGE, Park pl, St. James's, K.C.B., General in H. M. Army. July 19. Cadogan v Cadogan, V.C. Hall. Bennett and Co, New sq, Lincoln's inn
CRAIG, SKENE, Woodburn, Torquay, Esq. July 31. Catling v Esmon, V.C. Hall. Richardson, Charles st, St. James's sq
COX, SAMUEL HENRY FORTNUM, Truro, Hsq. July 15. Howse v Archer, V.C. Hall. Edwards, Old Jewry
DEVENEUX, MARY ANN, Albion rd, Stoke Newington. July 19. Devereux v Hartman, V.C. Hall. Davie, New inn, Strand
FRENCH, JOHN, Newcastle pl, Clerkenwell, Working Jeweller. July 12. French v Austin, V.C. Malins. Voss, Vestry hall, Bethnal Green

HOBBS, THOMAS JOHN CROOME, Frenchay, Gloucester, Manufacturer. July 15. Hobbs v Pike, V.C. Hall. Harwood, Bristol

HODSON, EMMA MARIA, Sheffield. July 21. M.R. Shackleton and Son, Kingston-upon-Hull

JOHNS, HENRY WILLIAM, Warwick gardens, Kensington, Builder. July 15. Johns v Johns, V.C. Malins. Moon, Lincoln's inn fields

LEWITT, WILLIAM CHARLES, Whittlesy, Cambridge, Farmer. July 15. Livett v Watson, V.C. Malins. Feed, Whittlesy

NICHOLS, HANNAH, Chelmsford, Cheshire. July 14. Morton v Nichols, M.R. May, Macclesfield

PERKINS, CHRISTOPHER, Twyford, Bucks, Gent. July 15. Perkins v Bridgwater, V.C. Malins. Hughes, Budge row
SWEETING, GEORGE, Cheltenham, Gent. July 18. Sweeting v Sweeting, V.C. Malins. Sweeting, Southampton st, Holborn

[Gazette, June 15.]

CREDITORS UNDER 22 & 23 VICT. CAP. 2.
LAST DAY OF CLAIM.

ADKINS, ESTHER, Stratford-upon-Avon, Warwick. July 20. Adams and Co, Stratford-upon-Avon

ARNOT, JAMES, Gt Woodcote, Surrey, Farmer. July 3. Ashford Garden ct, Temple

BOON, JAMES, Priory grove, South Lambeth, Dairyman. July 3. Saffery and Huntley, Tooley st, London Bridge

BRUNNER, IGNATIUS, Birmingham, Gent. July 31. Rooke, Birmingham

BUCK, LAURA JANE, Clifton, Bristol, July 10. Knocker, Dover Cannon, Augusta, Romford, Essex. Aug 11. Scott, Cannon st

DODD, MICHAEL, Carlisle, Honorary Major in the Northumberland Militia. Aug 14. Hough, Carlisle

DYKE, JOHN, Highgrove, Reading, Gent. July 22. Lydall, Southampton buildings, Chancery lane

EDWARDS, CHARLES HENRY, Portedown rd, Maida vale, Solicitor. July 10. Smith and Co, Abchurch lane

FOX, ARTHUR, Blackheath, Kent, Merchant. July 10. Smith and Co, Abchurch lane

GANE, RICHARD, Trowbridge, Wilts, Gent. June 30. Taylor, Trowbridge

GILDER, FREDERICK WILKIE, Eppingham, Surrey, Esq. Aug 9. Daville and Co, New sq, Lincoln's inn

HARDMAN, MARY, Edward st, Manchester. July 21. Diggle and Ogden, Manchester

HARRIS, WILLIAM AUGUSTUS, Elm ct, Temple, Barrister-at-Law. July 27. Harris, Bovey Tracey

HOWITT, RICHARD TREFEL, Milton-next-Gravesend, Kent, Coal Smith. July 10. Denton and Co, Gray's inn sq

JOHNSON, WILLIAM, North Shields, Northumberland, Shipowner. July 15. Litch and Co, North Shields

LEWIS, THOMAS FLOYDE, Newport, Monmouth, Gent. July 7. Gibbs and Llewellyn, Newport

LOCAS, THOMAS, Birmingham, Gent. July 12. Williams, Birmingham

MACKAY, THOMAS MILLER, Earl's ct sq, Kensington, Gent. July 10. Duncan, Liverpool

NEAVE, BENJAMIN, Highbury Grange, Esq. July 10. Neave, Chancery side

PEARSON, ANNIE, Renishaw, Derby. July 1. Binney and Co, Sheffield

PEARSON, JOHN, Shaftesbury rd East, Commercial Clerk. July 1. Collins and Wilkinson, King William st

PEARSON, MARTHA, Goldstone, Surrey. Aug 1. Drake and Co, Binney and Co, Sheffield

PHIPPS, CHRISTIAN, Dover. July 10. Knocker, Dover

PUSSELL, SERAFINO, Leeds, Retired Jeweller. July 5. Dibb and Co, Leeds

QUILLIAM, SAMUEL, Liverpool, Watch Manufacturer. Aug 1. Smith and Son, Liverpool

RUEL, ISABELLA, Brick lane, Spitalfields, July 31. Catling, Wentwood st

SHEW, THOMAS, Chaceley, Gloucester, Gent. July 8. Salt and Parnell, Bristol

STEPHENS, ANN, Reading. July 24. Dryland, Reading

STEWART, WILLIAM, Millbrook, Southampton, Esq. July 21. Newman, Southampton

STREATHFIELD, KATHERINE ELIZABETH, Brompton crescent, South Kensington. July 20. Lambert and Co, John st, Bedford row

VALLE, CATHERINE ELIZABETH, Montpelier terrace, Teddington. July 26. Wall, Surrey st, Strand

WASS, THOMAS WILLIAM, Osgodby, Lincoln, Farmer. July 1. Rhodes and Sons, Market Rasen

WATSON, WALTER CHRISTOPHER, Tenterden st, Hanover sq, July 15. Barnard and Co, Lincoln's inn fields

WHITE, ALEXANDER, Liverpool, Decorator. July 1. Rogerson and Co, Liverpool

WHITLEY, JOHN, Wilderspool, Chester, Brewer. Aug 7. Whitley and Co, Liverpool

WISE, THOMAS, Slough, Bucks. July 8. Long and Co, Windsor

WREN, THOMAS, Stockton, Durham, Guano Merchant. July 8. Payne, John st, Bedford row

[Gazette, June 11.]

AINLEY, SAMUEL, Thorne, York, Gent. July 31. Rollett and Sons, Hull

AIDER, SYDNEY, East Dulwich, Surrey, Staff Surgeon H.M. Army. July 15. Matthews and Greenham, Bedford row

ALLEY, EDMUND, Islip, Oxford, Gent. Aug 31. Walah, Oxford

BASSETT, ELIZABETH, Nottingham. Sept 1. Dowson and Wright, Nottingham

BATH, JOHN, Weston-super-Mare, Gent. July 20. Davies, Weston-super-Mare

BENSON, EDMUND GEORGE, Queensland, Australia, Gent. Dec 1. Thompson, Gray's inn sq

BERRY, ANN, Brighton. July 28. Heming, Banbury

BILLS, HANNAH, Oughthridge, York. July 12. Taylor, Sheffield

BLACKLOCK, DAVID, Dalbeattie, Stewards of Kirkcudbright. Aug 1. Standing and Taylor, Rochdale.
 BLANCHARD, HENRY, Walworth rd, Pastrycook. July 10. Cooper, Putnam st, Portman sq.
 BOOTH, JOHN, Langfield, Todmorden, York, Retired Plasterer. July 10. Stansfield and Sager, Todmorden.
 BOUTON, JOSEPH MARSHALL, Sidney Cottage, Camberwell grove, Gent. Aug 9. Horbert, Vigo st, Regent st.
 BREWSTER, RICHARD FREDERICK, Margate, Kent, Gent. Aug 8. Potter and Sandford, King st, Chesham.
 BROWN, FRANK, Gestingthorpe, Essex. July 15. Andrews and Co, Sudbury.
 GOODRIDGE, WILLIAM, Bristol, Shipbroker. Aug 1. Brittan and Co, Bristol.
 GREENWOOD, HERBERT, Lymington, Hants, Esq. July 30. Paines and Co, Gresham House.
 HARGREAVES, MARY, Bury, Lancaster. July 5. Woodcock, Bury.
 HARRIS, WILLIAM AUGUSTUS, Elm ct, Temple, Barrister-at-Law. July 27. Harris, Bovey Tracey.
 HULYAR, WILLIAM HAWKER, East Coker, Somerset, Esq. Aug 1. Basset, Yeovil.
 HURDLE, JAMES, Barnoldswick, York, Manager. July 10. Cragg, Skipton.
 HIRST, WILLIAM JAMES, Huddersfield, Woollen Cloth Manufacturer. Sept 12. Bottomley, Huddersfield.
 HUGHES, ELEANOR, Weston-super-Mare. Aug 12. Bakers and Co, Weston-super-Mare.
 LEADER, NICHOLAS PHILIP, Dromagh Castle, Ireland, Esq. Aug 2. Willocks, Gt George st, Westminster.
 LINGHAM, JOHN, Luddesdown, Kent, Farmer. July 10. Basset, Barnstable, Rochester.
 MILES, THOMAS, Lee, Kent, Carpenter. July 24. Bristow and Shepherd, Greenwich.
 MILLER, TAVERNER CHARLES, Madras, Captain in H.M. 23rd Regt Light Infantry. Sept 30. Miller and Son, Savile row, Burlington gardens.
 MILLET, SYDNEY CROHAN, Colonel in H.M. 23rd Royal Welsh Fusiliers. July 7. Gedge and Co, Old Palace yard, Westminster.
 MITCHELL, THOMAS, Horbury, York, Gent. Aug 10. Holt and Sons, Dewsbury.
 NICHOLS, CHARLES, Chelford, Chester, Civil Engineer. July 1. May, Macclesfield.
 PETER, JOSEPH, Scarborough, Gent. July 1. Roberts, Rochdale.
 PITCHER, JOHN, Ipswich, Surgeon. Aug 20. Jackman and Sons, Ipswich.
 PRICE, ANNE, Cheltenham. July 24. Peacock and Goddard, South sq, Gray's inn.
 RICHARDSON, MARGARET, Stanwix, Cumberland. Aug 2. Wright and Brown, Carlisle.
 ROWSON, JOSEPH, Canning rd, Harrow. July 15. Wright, Shawfield ct, Chelsea.
 ROSEKILL, JOSEPH KATE, Hewelsfield, Gloucester, Esq. July 24. Bateson and Co, Liverpool.
 SANDERSON, MARY, Connington, Huntingdon. July 14. Hunnybun and Sons, Huntingdon.
 SMITH, THOMAS GROVE, Dodderhill, Worcester, Esq. July 17. Tombs, Droithwich.
 STEBBING, EDWARD, Letton, Norfolk, Farmer. July 31. Emerson, Norwich.
 SWINCOE, CHARLES, Nottingham, Licensed Victualler. July 31. Dowson and Wright, Nottingham.
 TAYLOR, GEORGE, Preston, Lancaster, Plumber. July 1. Charnley and Finch, Preston.
 TWEELS, PHILIP, Lombard st, Banker. July 20. Marchant and Co, George yard, Lombard st.
 WARREN, WILLIAM, Tunbridge Wells, Kent, Coal Merchant. July 3. Cripps and Son, Tunbridge Wells.
 WILLIAMS, CHARLES ALLEN, Exeter, Oil Merchant. July 16. Burch and Barnes, Exeter.
 WOOD, JOHN, Huddersfield, Cotton Mill Manager. Sept 19. Bottomley, Huddersfield.

[Gazette, June 15.]

Legal News.

The *Daily News* reports the following scene between judge, jury, and advocate at the county court at Bridport. The judge was Mr. Lefroy, and in a case before him £10 was claimed for breach of warranty of a mare which, as his Honour said, could not be got into harness without people standing in danger of having their brains knocked out. The judge held that, the animal being vicious, the plaintiff was entitled to his claim, and directed the jury before whom the case was heard to find a verdict accordingly. But, on the ground that no warranty was given, the jury found for the defendant, whose solicitor, Mr. Joliffe, claimed the verdict, upon which the judge began to expostulate with the jury as to disbelieving respectable witnesses, and said their verdict was directly contrary to their oath.—Mr. Joliffe said this was the most extraordinary course of things he had ever heard in his life, but was told to hold his tongue or he would be removed from the court.—The jury said his Honour had no power to find such a verdict.—The jury said they could not alter their verdict; but his Honour said they could.—Mr. Joliffe said the jury thought with him and the public that the verdict was according to law. He dared say the Lord Chancellor would have something to say on the

subject.—His Honour said he did not care for the public, and (to Mr. Joliffe): You public nuisance, be quiet; you are a public nuisance.—Mr. Joliffe replied that he did not care about.—His Honour intimated he would not allow effect to be given to the verdict.—Mr. Joliffe: We will compel it by *mandamus*. His Honour said the jury were perversely obstinate, and was proceeding when Mr. Joliffe protested against this intimidation of the jury, adding: His Honour had not taken a single note of the case. Where were his Honour's notes?—The Judge: Be quiet; be quiet!—Mr. Joliffe said he was adopting his present course in order that this matter might be properly ventilated; he intended to see that an improper course was not taken.—His Honour: Go and finish your speech in the street; I say the jury have found a verdict contrary to law.—Mr. Joliffe: They have found a verdict not contrary to law.—His Honour: I say it is not according to law or the evidence. I direct the verdict to be entered the other way.—Mr. Joliffe: We will see about that, sir; that only shows the necessity.—That is why the defendant had the prudence to summon a jury. I have no doubt the public will be very much benefited by the jury being summoned here to-day.—The foreman of the jury, on being appealed to by his Honour, said he had given a verdict according to his conscience.—Mr. Joliffe again complained of his Honour's conduct.—The Judge: I wish you would exercise a little common sense.—Mr. Joliffe: I regret that some other persons are not governed by a little common sense.—Thus in great disorder the proceedings terminated, the jury firmly abiding by their verdict.

Court Papers.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLLS.	V. C. MALINS.
Monday, June 28	Mr. Teesdale	Mr. Pemberton	Mr. Leach
Tuesday..... 29	Farrer	Ward	Latham
Wednesday.... 30	Teesdale	Pemberton	Leach
Thursday, July 1	Farrer	Ward	Latham
Friday..... 2	Teesdale	Pemberton	Leach
Saturday 3	Farrer	Ward	Latham
V. C. BACON.		V. C. HALL.	Mr. Justice FRY.
Monday, June 28	Mr. Clowes	Mr. King	Mr. Jackson
Tuesday 29	Koe	Merivale	Cobby
Wednesday.... 30	Clowes	King	Jackson
Thursday, July 1	Koe	Merivale	Cobby
Friday..... 2	Clowes	King	Jackson
Saturday 3	Koe	Merivale	Cobby

NORTHERN CIRCUIT.

The following regulations have been issued by the judges (Lord Justice Bramwell and Mr. Justice Linley) respecting the holding of the summer assizes on the Northern Circuit:—The commissions for holding these assizes will be opened at Appleby on Tuesday, June 29; at Carlisle, on Thursday, July 1; at Lancaster, on Monday, July 5; at Manchester, on Thursday, July 8; and at Liverpool, on Thursday, July 22. In pursuance of "The Rules of the Supreme Court, December, 1879," causes for trial at Carlisle, Manchester, and Liverpool may, at any time after notice of trial has been given, be entered for trial in the district registry of the city or town where the trial is to be had, or with the associate at the assize-town as heretofore; and causes for trial at Lancaster may be so entered at the district registry in Preston or with the Associate at the assize-town as heretofore. The general entry of causes in each assize-town will commence immediately after the opening of the respective commissions and will close at nine o'clock the same evening. On entering a cause two copies of the pleadings must be lodged—one for the use of the judge and the other for the associate. The court will sit for the dispatch of business on the day after the commission day at each place at eleven o'clock. The trial of special jury causes will commence at Manchester on Tuesday, the 13th of July, at the sitting of the court, and at Liverpool on Tuesday, the 27th of July, at the same hour, unless the court shall otherwise order. A list of causes for trial each day, except the first, at Manchester and Liver-

pool will be exhibited in the corridor of the court and in the library. The associate's fees must be paid in judicature stamps.

HIGH COURT OF JUSTICE. LONDON.—TRINITY SITTING, 1880. LIST OF ACTIONS FOR TRIAL.

(Continued from page 638.)

- Q B 178 Baker and Wife (F W Denny) v Johnson (In person)
Q B 179 Lee (T D Pettiver) v Scaife (O G Rutter)
C P 180 Mc Andrew (A S Beck) v Casey (J Neal)
Ex 181 C Zoebeli and Co (L B Mozley) Atlas Soap Works & ors
(Paddison, Son and T; W Caister) com
Ex 182 Hammock and anr (Houghtons and B) v Wells (Hudson M and Co) SJ
C P 183 Sutcliffe and wife (R B Johnson) v Winter and Co (Toulmin and Co)
Q B 184 Heath (Podmore and H) v Perrott and anr (G H Cole)
Ex 185 J and G Hurrell (Same) v G Shaw (J C Asprey)
C P 186 The Colonial Bank of New Zealand (Masterman H and Co) v Arkell, Tufts and Co (J Mc Diarmid) com
C P 187 Underwood (H H Edgar) v Strange (Layton Son and L) without a jury
C P 188 Money Wigram and Sons (Waltons B and W) v Krudge (Trinders and Co) SJ
Q B 189 Grant (J Nicholls) v Holland and anr (Ellis M and Co) SJ
Ex 190 Schaag and anr (M Hawkins) v Harrison (W Rawlins) com
Q B 191 Lomas (Williamson, Hill and Co) v E and F N Spon (Stocken and J)
Q B 192 Earle and ors (G and W Webb) v Cooper and anr (Hazel-dine and Co)
C P 193 Crosland and anr (Ellis and Crossfield) v Wakeford (T W Baldwin)
Ex 194 Lamb and Son (Phelps S and B) v Woolfoot (R Hewlett)
Ex 195 Debenham and ors (T G Bullen) v Morton (W H Herbert) SJ
Ex 196 Austen and anr (Hawks, Stokes, and McK) v Thirkell (Sole, T and K) SJ
Ex 197 Burrell (Dolman and P) v Woolf (Harries, W and R) SJ
Ex 198 Hall and wife (C F B Birchall) v North Metropolitan Tram-ways Co (H C Godfray) SJ
C P 199 Le Lubez (Harper, B and B) v Hall (Pickett and M)
Q B 200 Steinhoff (Barnes and B) v Woolmans (H G Field)
Q B 201 Robinson and anr (T Norton) v North Metropolitan Tram-ways Co (H C Godfray) SJ
Ex 202 Wolf (W H Lydall) v Dunkle Buhler (Paddison and Co)
Q B 203 Varley (R W Marsland) v Great Northern Ry Co (Nelson, Barr and Co) SJ
Ex 204 Charig (Goldberg and L) v Cooke (Crowther and W)
C P 205 Whiting (G M Wetherfield) v Martin (H L Bird)
Ex 206 Latham (Hillerys and T) v Willmott (S T Cooper)
C P 207 Humble and Thompson (W A Crump and Son) v Neath Harbour Commissioners (Hacon and T) SJ
Ex 208 Hooper (G F Parker and Co) v Hatherill (A D Michael) 1st Action (stayed)
Q B 209 Collingridge (T Micklem, junr) v Belchier (H Levy)
Q B 210 Seymour (Nash and F) v Weil (J Raven & Co) SJ
C P 211 Hudson (Russell, Son and S) v Moseley (G E Carpenter)
C P 212 Kirby (Farlow and J) v The Ocean and General Guarantee Co limit (Masterman H and Co)
C P 213 Woodfin (A W Wray) v Clever (C Harcourt)
C P 214 Belham (G Cossens) v Selkirk (E Bastard)
C P 215 Johnson and Co (Roberts and B) v Jenkins (Prior Bigg and Co) SJ
Ex 216 Nast (C Mossop) v Cooper (H F Kite) SJ
C P 217 Leman (H B Roberts) v Richardson (Taylor and H)
C P 218 Migotti (W Butcher) v Kingsbury (H W Christmas)
C P 219 Rumball (Potter and S) v Willshin (Nicholson and H) SJ
Ex 220 Harston (C F B Birchall) v Scott (H Kelly)
Q B 221 Abrahams (T D Pettiver) v Hall (A Haynes and Son)
(To be continued.)

SALES OF ENSUING WEEK.

- June 28.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGE-WATER, at 4 for 5 p.m., Freehold Land (see advertisement, June 12, p. 10).
June 28.—Messrs. TATHAM, at the Mart, Freehold Property (see advertisement, this week, p. 5).
June 29.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGE-WATER, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, June 12, pp. 8 and 10).
June 29.—Messrs. DRIVER & Co., at the Mart, at 2 p.m., Freehold Properties (see advertisement, June 12, p. 13).
June 30.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, Freehold and Leasehold Properties (see advertisement, this week, p. 6).
June 30.—Mr. WALTER HOLCOMBE, at the Mart, at 1 p.m., Freehold and Leasehold Properties (see advertisement, June 12, p. 644).
June 30.—Mr. ARTHUR JACKSON, at the Mart, at 1 p.m., Freehold and Leasehold Properties (see advertisement, June 19, p. 644).
July 1.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGE-WATER, at the Mart, at 2 p.m., Wines (see advertisement, 12, p. 8).
July 1.—Messrs. WALTON & LEE, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, June 12, p. 14.)

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

- BROOKE.—June 20, at 6, Howick-place, Westminster, the wife of J. R. Brooke, barrister-at-law, of a son.
LAWRANCE.—June 20, at 18, Cavendish-road, St. John's-square, the wife of George Woodford Lawrance, of Lincoln's-inn, barrister-at-law, of a son.
STEWART.—June 20, at 52, Redcliffe-gardens, S.W., the wife of Charles Stewart, barrister-at-law, of a son.

DEATHS.

- HARDING.—June 19, at Chester, Samuel Tuffley Harding, formerly of Manchester, solicitor, aged 95.
ROBINSON.—June 15, at Percy Lodge, Walton-on-Thames, George Robinson, formerly of Wolverhampton, solicitor, aged 82.
RUDALL.—June 23, at 59, Eaton-square, S.W., John Rudall, barrister-at-law, aged 81.

PUBLIC COMPANIES.

June 24, 1880.

RAILWAY STOCK.

Railways.	Paid.	Closing
Stock Caledonian	100	100
Stock Glasgow and South-Western	100	100
Stock Great Eastern Ordinary Stock	100	100
Stock Great Northern	100	100
Stock Do., A Stock	100	100
Stock Great Southern and Western of Ireland	100	100
Stock Great Western—Original	100	100
Stock Lancashire and Yorkshire	100	100
Stock London, Brighton, and South Coast	100	100
Stock London, Chatham, and Dover	100	100
Stock London and North-Western	100	100
Stock London and South Western	100	100
Stock Manchester, Sheffield, and Lincoln	100	100
Stock Metropolitan	100	100
Stock Do., District	100	100
Stock Midland	100	100
Stock North British	100	100
Stock North Eastern	100	100
Stock North London	100	100
Stock North Staffordshire	100	100
Stock South Devon	100	100
Stock South-Eastern	100	100

* A receives no dividend until 6 per cent. has been paid to B.

LONDON GAZETTES.

Bankrupts.

FRIDAY, June 15, 1880.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

- Harding, Joseph, Gibraltar walk, Bethnal green rd, Cabinet Ma-facturer. Pet June 12. Brougham. June 29 at 1.
Keyzer, Albert, and Otto Friederici, Cophall ct, Stock and Sh-Brokers. Pet June 15. Murray. June 29 at 2.
Potter, Henry, St Benet pl, Gracechurch st, Commission Ag-Pet June 10. Hazlitt. June 30 at 12.30.

To Surrender in the Country.

- Aldred, David, Milford, Derby, Coal Merchant. Pet June 12. Weller. Derby, July 2 at 12.
Gwilliam, Edwin, Barrow-in-Furness, Gardener. Pet June 12. Poolethwaite. Barrow-in-Furness, July 7 at 2.
Hanlon, Felix White, Merthyr Tydfil, now out of England. June 15. Scale. Merthyr Tydfil, June 30 at 3.
Jarmen, William Frederick, junr, Romsay, Hants, Grocer's As-tant. Pet June 18. Daw, junr. Southampton, June 30 at 12.
Poole, Henry, Cockshutt, Salop, Farrier. Pet June 15. Shrewsbury. June 29 at 11.
Price, John, Llandudno, Carnarvon, Hotel Proprietor. Pet June 15. Jones. Bangor, June 29 at 3.30.
Smyth, Samuel Richard, Manchester, Engineer. Pet June 15. Lister. Manchester, July 2 at 12.
Stevenson, Henry, Whaplode, Lincoln, Grocer. Pet June 15. P-ridge. King's Lynn, June 30 at 11.
Stringfellow, Noah Roscoe, Pendleton, Lancaster, Beer Estab-Pet June 18. Hulton. Salford, June 30 at 11.
Younger, William, Newcastle-upon-Tyne, Corn Dealer. Pet June 15. Daggett. Newcastle, June 28 at 11.

TUESDAY, June 22, 1880.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

- Danthon, Gatlen, St Benet's pl, Gracechurch st, Merchant. Pet June 15. Brougham. July 2 at 11.
Emmott, Stephen Henry, Brixton Rise. Pet June 16. Brougham. July 6 at 11.

Mr. George Douglas, and Canrobert English, Stanhope st, London rd, Furniture Manufacturers. Pet June 16. Brougham. July 6 at 12
 Mr. Richard Thomas, Paternoster row, Wholesale Warehouseman. Pet June 17. Hazlitt. July 6 at 2
 Mr. F. E. Dorset sq, Lieutenant in the Royal Navy. Pet June 16. Brougham. July 6 at 11.30
 Mr. Thomas, Alenburgh gch, Clapham, Merchant's Clerk. Pet June 17. Hazlitt. July 7 at 11
 Mr. Gustave John, E yard, Devonshire pl, Cab proprietor. Pet June 17. Hazlitt. July 7 at 1
 To Surrender in the Country.
 Mr. G. H. jun, Pembroke, Ironmonger. Pet June 17. Hazlitt. Pembroke Dock, July 2 at 11
 Mr. John, Manchester, Contractor. Pet June 18. Lister. Manchester, July 5 at 12
 Mr. George, Northampton, Brewer. Pet June 10. Dennis. Northampton, July 7 at 2
 Mr. Aaron, jun, Oldham, Lancaster, out of business. Pet June 18. Tweddale. Oldham, July 7 at 11
 Mr. Joseph, Bucknall, Stafford, Colliery Manager. Pet June 18. Tennant. Hanley, July 6 at 11
 Mr. George, Bristol, Bacon curer. Pet June 18. Harley. Bristol, July 7 at 2
 Mr. Thomas, Stone, Stafford, Baker. Pet June 19. Spilsbury. Stafford, July 5 at 12
 Mr. Walter, Snodland, Kent, Printer. Pet June 15. Scudamore. Maidstone, July 5 at 12
 Mr. William James, Northampton, Grocer. Pet June 18. Dennis. Northampton, July 6 at 12
 Mr. John, Southampton, Farmer. Pet June 16. Godwin. Winchester, July 10 at 11

BANKRUPTCIES ANNULLED.

TUESDAY, June 22, 1880.

Mr. George Henry, Chislehurst, Kent, Gent. Jan 19
 Mr. Robert, Everton, Liverpool, Master Pilot. June 18
 Mr. John, Birmingham, Dentist. June 18

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, June 18, 1880.

Mr. Henry, Patney, Wilts, Land Surveyor. July 9 at 11 at offices of Butcher, St John's st, Devizes
 Mr. James Wilby, Shenfield, Essex, Baker. July 9 at 2 at the White Hart Hotel, Chelmsford. Brown, Basinghall st
 Mr. Alfred, New Clew, Lincoln, Fish Curer. June 29 at 12 at offices of Grange and Wintingham, St Mary's chambers, West St
 Mr. Joseph, Manchester, Accountant. July 5 at 3 at offices of Leigh, Brown st, Manchester
 Mr. William, Welshpool, Montgomery, Grocer. July 2 at 12 at offices of Jones, Severn st, Welshpool
 Mr. Henry, Bromley, Oil and Colourman. June 25 at 4 at offices of Standland, Hare chambers, Hare pl, Fleet st
 Mr. Thomas, Moonstoke, Hants, Dealer. July 1 at 2 at the White Horse Inn, Droxford. Goble, Fareham
 Mr. Camille Casimir, Great Windmill st, Licensed Victualler. July 5 at 3 at offices of Hanbury and Co, New Broad st
 Mr. Charles, Chapel st, Pontenville, Milkman. July 5 at 12 at offices of Tattershall, Cheapside
 Mr. William Henry, Chatsworth rd, Clapton park, Grocer. July 5 at 2 at the Creditors' Association, Arthur st East. Ranger, Gt Tower st
 Mr. Emma, Fairfield, Gloucester, Painter. June 30 at 2 at offices of Hes, London st, Fairfield
 Mr. Hugh, Liverpool, Grocer. July 1 at 3 at the Law Association, Cook st, Liverpool
 Mr. William, Lincoln, Boot Dealer. July 5 at 12 at offices of Williams, Silver st, Lincoln
 Mr. Arthur William, Crickham, Somerset, Butcher. June 29 at 11 at offices of Clifton and Carter, Broad st, Bristol
 Mr. William Henry, Stoneycroft, near Liverpool, out of business. July 1 at 11 at offices of Eddy, Lord st, Liverpool
 Mr. Thomas Edward, Nottingham, Grocer. July 1 at 12 at offices of Brittle, St Peter's chambers, St Peter's gate, Nottingham
 Mr. William, Shifnal, Salop, Licensed Victualler. July 1 at 12 at offices of Phillips and Co, New st, Shifnal
 Mr. George John, Fenchurch st, Printer. July 2 at 3 at the Mason's Hall Tavern, Mason's avenue, Basinghall st. Davies, Basinghall st
 Mr. Robert, Birmingham, Builder. June 30 at 12 at offices of Green, Waterloo st, Birmingham
 Mr. Joel, and Samuel Miller Davis, Springbourne, near Bournemouth, and Tom Davis, Southampton, Builders. July 2 at 3 at offices of Preston, Observer chambers, Albert road, Bournemouth
 Mr. Samuel, Honiton, Devon, Carpenter. July 1 at 3 at Dolphin Hotel, Honiton. Every
 Mr. Ernest David William, Woolwich, Hotel Proprietor. July 8 at 2 at offices of Edward Moore and Son, Crosby sq. Peake, Woolwich
 Mr. William, Shelve, Salop, out of employment. July 5 at 12 at the George Hotel, Shrewsbury. Newell, Bishop's Castle
 Mr. George Joshua, Mottonley, near Sheffield, Printer. July 2 at 4 at offices of Bisdal, Chronicle chambers, Barnsley
 Mr. Richard, Eaton Bishop, Hertford, Farmer. July 5 at 11.30 at offices of James and Bodenham, St Peter st, Hertford
 Mr. Thomas, Cayo, Carmarthen, Butcher Merchant. July 2 at 12 at offices of Walters, Greengate, Lampeter
 Mr. Thomas, Old Broad st, Stock and Sharebroker. July 8 at 3 at offices of Weed and White, Drapers' gardens
 Mr. John, Staverton, Gloucester, Beer Retailer. June 30 at 11 at offices of Clark, Regent st, Cheltenham
 Mr. John Thomas, Sonning, Berks, Farmer. July 1 at 10.30 at offices of Elkins, Forbury, Reading

Mr. James, Bradford, York, out of business. June 26 at 11 at offices of Varley, Leeds rd, Bradford. Rhodes, Bradford
 Mr. Franz Joseph, Romilly ter, Boot Manufacturer. July 5 at 12 at offices of Preston, Mark lane
 Mr. Henry, St Helens, Lancaster, Baker. July 2 at 2 at offices of Quinn and Sons, Lord st, Liverpool
 Mr. Froude William, Barton-under-Needwood, Stafford, Architect. June 29 at 3 at offices of Bright, High st, Burton-on-Trent
 Mr. Abraham, Bathford, Somerset, Baker. July 2 at 11 at 6, Northumberland buildings, Bath. Bartrum and Bartlett
 Mr. Robert, Barnsley, York, Labourer. July 6 at 3 at Queen's Hotel, Leeds. Gray, Barnsley
 Mr. Arthur George, Watney st, Commercial rd, East, Leather seller. June 30 at 3 at 50, Southampton buildings, Holborn. Cooper, Chancery lane
 Mr. John, Ordsall, Nottingham, Miller. July 2 at 11 at offices of Marshall, Chapel gate, East Retford
 Mr. George, West Bromwich, Stafford, Clock Maker. July 2 at 12 at offices of Topham, High st, West Bromwich
 Mr. John, and George Hall, Wombourne, Stafford, Hammer Manufacturers. June 30 at 12 at the Star and Garter Hotel, Wolverhampton. Collins, Stourbridge
 Mr. Henry, Manchester, Grocer. July 1 at 3 at offices of Chew and Sons, Swan st, Manchester
 Mr. William Austin, Montpelier, Bristol, Grocer. June 29 at 12 at offices of Essery, Guildhall, Broad st, Bristol
 Mr. William, Colne, Lancaster, Draper. June 28 at 3 at 5, Exchange st, Colne
 Mr. William, William Haygate, and Robert Hellyer, Bournemouth, Hants, General Drapers. July 9 at 12 at 145, Cheapside. Blake and Reed, Portsea
 Mr. James Fowler, Bacup, Lancaster, Cotton Spinner. June 29 at 3 at Mitre Hotel, Cathedral yard, Manchester. Tattersall, Blackburn
 Mr. James Lanyon, Oxford st, Hosier. June 29 at 3 at 145, Cheapside. Sturt, Ironmonger lane
 Mr. John, Watlington, Oxford, out of business. July 2 at 3 at offices of Rawson, High st, High Wycombe
 Mr. Emanuel, Colne, Lancaster, Innkeeper. June 23 at 3 at the Crown Inn, Burnley rd, Colne. Read, Burnley
 Mr. William, Leon Side, Nottingham, Joiner. July 6 at 12 at offices of Cranch, Poultry arcade, Nottingham
 Mr. Charles, Langley Mill, Derby, Grocer. June 28 at 3 at offices of Clifton, St Peter's chambers, Nottingham
 Mr. John Augustus Solitt, Barnsley, York, Music Hall Proprietor. June 29 at 11 at offices of Marshall and Owsnsworth, Church st, Barnsley
 Mr. John, Harpurhey, Lancaster, Beer Retailer. June 29 at 3 (and not the 28th as erroneously printed in the Gazette of June 11) at offices of Evans, St George's chambers, Albert square, Manchester
 Mr. John, Blackburn, Lancaster, Saddler. July 1 at 11 at offices of Darley, Lord st West, Blackburn
 Mr. Eliza, Rhyll, Flint, Lapidary. July 7 at 2 at the London and North Western Hotel, Stafford. Roberts, Rhyll
 Mr. Joseph, Birmingham, Bicycle Fittings Manufacturer. July 1 at 12 at offices of Buller and Bickley, Bennett's hill, Birmingham
 Mr. Frederick, Lower Walton, Chester, Commission Agent. July 1 at 3 at offices of Davies and Co, Market pl, Warrington
 Mr. Joseph, Tipton, Stafford, Iron Master. July 1 at 12 at the Queen's Hotel, Birmingham. Duignan and Co, Walsall
 Mr. John Brey, Winesford, Somerset, Draper. July 5 at 1 at the Duke Haven Hotel, Sidwell st, Exeter. Riccard and Son, South Molton
 Mr. William James, Oakington road, Harrow road, Livery Stable Keeper. July 5 at 3 at offices of Mortimore, Coleman at Kimberley, Richard, Small Heath, Birmingham, out of business. June 30 at 3 at offices of Southall and Co, Waterloo st, Birmingham
 Mr. Thomas, Preston, Lancashire, Licensed Victualler. June 30 at 11 at the County Court Offices, Winckley st, Preston. Parry, Preston
 Mr. Francis Thomas, Queen Victoria st, Accountant. July 1 at 2 at offices of Mackreth, Dashwood House, New Broad st
 Mr. George, and Solomon King, Great Grimsby, Drapers. June 30 at 3 at offices of Grange and Wintingham, Great Grimsby
 Mr. Moses, Preston, Lancashire, Innkeeper. June 30 at 11 at the County Court Offices, Winckley st, Preston. Clarke, Preston
 Mr. John Edmund, Leamington, Butcher. June 26 at 3 at offices of Boddington, High st, Warwick
 Mr. Thomas, West Bromwich, Stafford, Coach Builder. July 1 at 2.30 at offices of Cadick, New st, West Bromwich
 Mr. May, Doncaster, York, Milliner. June 26 at 12 at offices of Pearson and Burtonshaw, Priory place, Doncaster. Mellor, Sheffield
 Mr. John Edward, Aston-juxta-Birmingham, Warwick, Grocer. July 2 at 11 at offices of Blewitt, Waterloo st, Birmingham
 Mr. Richard, Blaydon-on-Tyne, Durham, Grocer. June 30 at 12 at offices of Wilson, Collingwood st, Newcastle-upon-Tyne
 Mr. Thomas, and Thomas Aspin, Worsbrough, York, Builder. July 2 at 12 at offices of Dibb and Co, Regent st, Barnsley
 Mr. Herbert, Manchester, Tea Merchant. June 30 at 11 at City Terminus Hotel, Cannon st. Addleshaw and Warburton, Manchester
 Mr. John Thompson, Whitehaven, Travelling Draper. July 6 at 11 at offices of Brown, Scotch st, Whitehaven
 Mr. Edward Godfrey, Bournemouth, Southampton, House Decorator. July 6 at 3.15 at Royal Bath Hotel, Bournemouth. Sharp, Christchurch
 Mr. William Robert, Salford, Lancaster, Baker. July 1 at 3 at offices of Boddington and Ball, Princess st, Manchester
 Mr. James, Leeds, Greengrocer. June 30 at 3 at offices of Jenkinson, Albion st, Leeds
 Mr. Samuel, Walsall, Stafford, Grocer. June 30 at 3 at Stork Hotel, Walsall. East, Birmingham

Owen Robert Thomas, Oswestry, Salop, Grocer. June 30 at 2 at Public Hall, Oswestry. Ellis, Oswestry.
 Parkin, Henry, Crowle, Lincoln, Bookseller. July 3 at 2 at offices of Pearson and Burtonshaw, Priory pl, Doncaster.
 Peake, Luke Smithett, Cardiff, Bonded Store keeper. July 1 at 1 at offices of Cozens, Hennessey, & Co, Albert-chambers, High st, Cardiff. Bevan and Hancock, Bristol.
 Pears, John, Whitehaven, Cumberland, Currier. July 2 at 3 at 13, Sandhills lane, Whitehaven. McKelvie.
 Perry, Richard, Middle Hulton, Lancaster, Joiner. July 2 at 11 at offices of Brown and Hinnell, Townhall sq, Bolton.
 Prinsep, John, Warrington, Lancashire, Provision Dealer. June 30 at 3 at offices of Moore, Upper Bank st, Warrington.
 Prior, Thomas, Jun, Somersham, Huntingdon, Harness Maker. July 6 at 1 at offices of Vipan, Chatteris.
 Prouse, Robert, Selly Oak, Worcester, Coal Wheeler. June 23 at 2 at offices of Coleman & Co, Colemore row, Birmingham.
 Richardson, John, Skegness, Lincoln, Draper. July 1 at 2.30 at the Red Lion Hotel, Boston. Thimbleby and Son, Spilaby.
 Roach, John, St Philip's, Bristol, Shopkeeper. June 26 at 11 at offices of Andrews, Nicholas st, Bristol.
 Robinson, William Yates, Clitheroe, Lancaster, Watchmaker. July 3 at 10.30 at the Old Bull Hotel, Church st, Blackburn. Eastham, Clitheroe.
 Robson, Joseph, Barnsley, York, Shopkeeper. July 5 at 3 at offices of Gray, Eastgate, Barnsley.
 Rowe, Thomas, and William Rowe, Leadgate, Durham, Bakers. July 1 at 2.30 at offices of Elsdon, Royal arcade, Newcastle-upon-Tyne.
 Russell, Mary, Barton Stacey, Hants, Miller. June 30 at 3 at the White Hart Hotel, Andover. Footner and Son, Andover.
 Samuels, Aaron, Liverpool, Picture Frame Maker. June 29 at 3 at offices of Horner, Stafford st, Liverpool.
 Scoffhand, Edward, Smethwick, Stafford, Butcher. July 6 at 11 at offices of Wilcock, Queen st, Wolverhampton.
 Shelley, George, Walsall, Stafford, Boot Dealer. June 22 at 10.15 at offices of Hill, Bridge st, Walsall.
 Shotton, William McKenzie, and William: Lewis Pittard, Creek rd, Deptford, Coal Merchants. June 28 at 4 at offices of Lockyer, High st, Deptford.
 Simpson, James, Skipton, York, Stonemason. July 1 at 3 at offices of Robinson and Robinson, Skipton.
 Sinclair, Dugald, Knight Rider st, Doctor's Commons, Licensed Victualler. July 5 at 11 at offices of Hudson, Furnival's inn, Holborn.
 Smalley, Edwin, Birmingham, Retail Brewer. July 1 at 3 at offices of East, Temple st, Birmingham.
 Smith, Frederick James Lee, Throgmorton st, Colliery Agent. July 5 at 2 at Guildhall Tavern, Gresham st, Watson, Leadenhall st.
 Spink, Charles, Lofthouse-in-Cleveland, York, Innkeeper. June 30 at 11.30 at offices of Jackson and Jackson, Albert rd, Middlesborough.
 Swann, James, Wolverhampton, Coal Dealer. July 1 at 11 at offices of Stratton, Queen st, Wolverhampton.
 Thomas, Morgan, Cymmer, near Pontypridd, Grocer. July 1 at 11.30 at offices of Morgan and Scott, High st, Cardiff.
 Thompson, George Gibson, Horbury, Labourer. July 6 at 3 at offices of Horner, Wood st, Wakefield.
 Thorne, George Thistle, Queen st, Iron Merchant. June 30 at 2.30 at Queen's Hotel, Birmingham. Tippetts and Sons, Great St. Thomas Apostle.
 Townsend, John, Whitehaven, Musical Instrument Dealer. July 5 at 11 at offices of Brown, Scotch st, Whitehaven.
 Travers, Otto William, Cheam, Surrey, Farmer. June 28 at 4 at the Guildhall Tavern. Eley, New Broad st.
 Wakefield, Frederick, Keen's yd, Canonbury, Cab Proprietor. July 2 at 3 at 40, Southampton buildings. Cooper, Chancery lane.
 Walford, Charles, and Alfred Lea, Wollaston, Worcester, Iron Founders. July 1 as 11 at the Talbot Hotel, Stourbridge. Collis, Stourbridge.
 Walker, George Edward, Liverpool, Analytical Chemist. July 7 at 2 at offices of Dixon and Syers, Lord st, Liverpool.
 Webb, Thomas, and Thomas George Webb, Newton, nr Manchester, Flint Glass Manufacturers. July 5 at 3 at offices of Addleshaw and Warburton, Norfolk st, Manchester.
 Weir, Alexander, Liverpool, Provision Dealer. July 2 at 3 at offices of Pemberton and Co, Harrison st, Liverpool.
 Welch, George, Aston, Birmingham, Timber Merchant. July 1 at 3 at offices of Wright and Marshall, New st, Birmingham.
 Willstrop, David Hick, Rufforth, York, Farmer. July 1 at 11 at office of Peters, New st, York.
 Wilson, George, and Jonathan Binns, Bury, Lancaster, Cabinet Makers. June 30 at 3 at offices of Anderton and Donnelly, Garden st, Bury.
 Woodgate, Jesse, Roman rd, North Bow, Furniture Dealer. July 8 at 3 at offices of Myers, New Bridge st.
 Woolhead, John, Winslow, Buckingham, Coal Merchant. July 2 at 3 at offices of Minton and Stockton, High st, Banbury.
 Wueroll, William Bircher, East Hadding, Norfolk, Butcher. June 26 at 3 at offices of Stanley, Bank plain, Norwich.
 Wulven, Everard Charles Francis van, New Kent rd, Commission Merchant. July 1 at 11 at offices of Jeram, Manning st, South-wark.

TUESDAY, JUNE 22, 1880.

Addenbrooke, James, Lower Gornal, Stafford, Grocer. July 7 at 11 at the Swan Inn, High st, Dudley. Gould and Elock, Stourbridge.
 Adney, Maria, South buildings, Clapham Common. June 30 at 3 at offices of Tidy and Tidy, Sackville st, Piccadilly.
 Allen, David Henry, Chaston, Northumberland, Merchant. July 5 at 2 at offices of Middlesome, Bondgate, Alnwick.
 Anderson, William Long, Broadstairs, Kent, General Dealer. July 10 at 10 at the Panthecon Offices, Camden rd, Bamsgate.
 Andrew, Joseph, Leicester, Cabinet Maker. July 7 at 3 at offices of Burgess and Williams, Berridge st, Leicester.
 Ashford, William, Melcombe Regis, Dorset, Carpenter. July 6 at 4 at the Junction Hotel, Dorchester. Hanne, Melcombe Regis.

Ashworth, Amos, Accrington, Lancaster, Chemist. July 5 at 3 at the White Bull Hotel, Blackburn. Tattersall.
 Ashman, Joseph, Abercrombie, Monmouth, Beer Retailer. July 7 at 11 at offices of David, Cambria chambers, Tredgare pl, Newport.
 Atkinson, William, Moss Side, Manchester, Painter. July 16 at 11 at offices of Oran and Co, Peter st, Manchester.
 Baker, William Henry, Birmingham, General Brass Caster. July 1 at 3 at offices of Duke, Temple row, Birmingham.
 Banks, Herbert, Manchester, Skirt Manufacturer. July 6 at 1 at offices of Farrington and Crofton, Mosley st, Manchester.
 Bell, Richard, Nottingham, out of business. July 12 at 3 at offices of Cranch, Poultry arcade, Nottingham.
 Boulton, Joseph Henry, Stone, Stafford, Draper. July 1 at 2 at the North Western Hotel, Stafford. Paddock and Sons, Hanley.
 Brailsford, William Henry, Burslem, Stafford, Saddler. July 5 at 11 at the Sea Lion Hotel, High st, Hanley.
 Brawis, William Thomas, Tyne Dock, Durham, Ship Chandler. July 6 at 1 at Clelland's Temperance Hotel, Ocean rd, South Shields. Sidney and Son, Blyth.
 Broadly, Barnett, West Hartlepool, Furniture Dealer. July 8 at 11 at offices of Teale, Albert rd, Middlesborough.
 Brown, John, Droitwich, Worcester, Draper. July 5 at 3 at offices of Miller, Broad st, Worcester.
 Bullock, Henry, Longton, Stafford, out of business. June 30 at 11 at offices of Welch, Caroline st, Longton.
 Child, Catherine Emily, Trigon terrace, Clapham road. July 3 at 11 at offices of Antill, Ironmonger lane, Cheapside.
 Collum, John, Babbicome, Devon, Labourer. July 3 at 10 at offices of Southcott, Post Office st, Bedford circus, Exeter.
 Cooper, James, Fenton, Stafford, Butcher. July 1 at 11 at offices of Tennant and Co, Cheapside, Hanley.
 Corns, Theodore, James Arthur Sheriff, and Thomas Checkley, Birmingham, Printers. July 7 at 3 at offices of Clark and Co, Waterloo st, Birmingham.
 Cowdow, Joseph, and Thomas Cowdow, Mexbrough, York, Provision Merchants. July 5 at 12 at the Queen's Hotel, Regent st, Barnsley. Dibb and Co, Barnsley.
 Dale, Edward, and John Charles, O'Donnell, Gresham House, Old Broad st, Commission Agents. July 12 at 3 at offices of Cooper and Co, George st, Mansion House.
 Crump, Benjamin, Wolverhampton, Butcher. July 6 at 12 at offices of Underhill, Darlington st, Wolverhampton.
 Darvill, William, High Wycombe, Buckingham, Chairmaker. July 12 at 3 at the Council chamber, Guildhall, High Wycombe.
 Reynolds, High Wycombe.
 Dodds, William James, and Alexander Robb, City rd, Builders. July 2 at 12 at the Inns of Court Hotel, Holborn. Sampson, Marylebone rd.
 Dubin, William, Bristol, Builder. July 5 at 11 at offices of Parsons, High st, Bristol. Burgess and Co, Bristol.
 Emery, William, Brunswick st, Blackwall, Cooper. July 9 at 3 at offices of Flower and Nussey, Great Winchester street buildings.
 Field, James, St Judes, Bristol, General Dealer. July 3 at 11 at offices of Ward, Albion chambers, Bristol.
 Forse, Joseph Vincent, West Ham, Essex, out of business. July 5 at 3 at 40, Southampton bldgs, Holborn. Cooper, Chancery lane.
 Fowler, Francis William, New Norton, Derby, Cheese Dealer. July 13 at 3 at offices of Leach and Co, Saint James's chambers, Derby.
 Gallagher, Michael, Blackburn, Lancaster, Tailor. July 6 at 3 at offices of Polding, Tackett's st, Blackburn.
 Gars, Joseph Birtwisle, Holbeck, Leeds, Provision Merchant. July 3 at 10.30 at Law Institution, Albion pl, Leeds. Cross, Bradford.
 Godman, Frederick George, Robert st, Grosvenor sq, Grocer. July 5 at 3 at offices of Wastell, Strand.
 Greenaway, John, and Thomas Greenaway, Lower Gornal, Stafford, Coal masters. July 3 at 11 at offices of Homer, High st, Brierly hill.
 Grogan, Edward, London ter, Nine Elms, Grocer. July 8 at 11 at Grecian chmbrs, Devereux ct, Temple.
 Haynes, Richard Kibble, Rye lane, Pockham, Cheesemonger. July 5 at 3 at offices of Aird, Eastcheap.
 Heeley, James, Tiverton, Devon, Jeweller. July 6 at 2.30 at offices of Horton and Co, Newhall st, Birmingham.
 Hook, Zenas, Pembury, Kent, Cowkeeper. July 6 at 12 at offices of Few, Borough High st.
 Hornby, William Arthur, Leeds, York, Book Keeper. July 2 at 11 at offices of Cousins, Bank chmbrs, Park row, Leeds.
 Hyslop, James Simon, Guisborough, York, Brick Manufacturer. July 5 at 2.30 at Station Hotel, York. Buchanan, Guisborough.
 Ibbett, George, and Joseph Cooper, Pinlick walk, Hoxton, Boot Manufacturers. July 9 at 1 at offices of Freeman, Gutter lane, Cheapside.
 Jesty, Thomas, Yeovil, Somerset, Joiner. July 3 at 3 at Peels Hotel, Fleet st. Bollen.
 Johnson, John Thomas, New Ossett, Warwick, Bicycle Manufacturer. July 3 at 11 at offices of Davies, Bennet's hill, Birmingham.
 King, Solomon, Great Grimsby, Draper. July 1 at 11 at offices of Grange and Winteringham, St Mary's chambers, West St Mary's gate, Great Grimsby.
 Lawson, George, Great Grimsby, Draper. July 1 at 12 at offices of Grange and Winteringham, St Mary's chambers, West St Mary's gate, Great Grimsby.
 Mallett, Henry, Blakeney, Norfolk, Grocer. July 6 at 12 at offices of Hardy, Castle chambers, Norwich.
 Marshall, Charles James Kittermaster, America sq, Commission Merchant. July 8 at 2 at offices of Nash and Field, Queen st, Cheapside.
 Smeth, John Martin, Kent, Builder. July 9 at 3 at offices of Hallett and Co, Ashford.
 Moo, Mary Ann, Wellingsborough, Northampton, Baker. July 7 at 11 at offices of Pearce and Co, Market sq, Wellingsborough.
 Milner, Joseph, Aston, Birmingham, Boot Maker. July 1 at 11 at offices of Harris, Cherry st, Birmingham.
 Mitchell, John, Carlisle, Grocer. July 5 at 3 at 33, Carruthers st, Scotch st, Carlisle. Wannop, Carlisle.

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LAW.—Wanted, Junior Partnership, or Managing Clerkship, with or without supervision, in a good office. Experienced Conveyancer and Chancery man, and good knowledge of practice generally. Prepared to work hard and be generally useful. References unexceptionable. Northern or Midland counties preferred.—Address, "LANCASHIRE," "Solicitors' Journal" Office, 52, Carey-street, W.C.

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WILLIAM R. HUGHES, Treasurer.

Treasurer's Department, The Council House,

Eden-place, 10th April, 1879.

MIDLAND RAILWAY OF CANADA.—Issue of £150,000 FIVE PER CENT. PREFERENCE FIRST MORTGAGE BONDS, ranking as a pre-preference charge upon the line, at the price of £90 per £100 Bond. Interest payable half-yearly in London, principal payable 1st August, 1907.

The full particulars, with forms of application for these Bonds, can be obtained at Messrs. GLYN, MILLS, CURRIE, & Co., Lombard-street, and at the Company's Office, 77, Cornhill, London, E.C.

Morris, John Stephen, Decorator, Leytonstone, Essex, out of business. July 12 at 4 at offices of Morphet and Littlejohn, King st, Cheapside. Terry, King st, Cheapside.

Haish, George, Chesterfield, Derby, Miller. July 3 at 12 at offices of Gratton and Mar den, Knifesmith gate, Chesterfield.

Newbiggin, Robert, Forest Hall, Northumberland, Contractor. June 30 at 3 at offices of Macdonald, Mosley st, Newcastle-upon-Tyne.

Parrell, Phillip Calverthorpe Handley, Warnford ct, Throgmorton st, Stockbroker. June 30 at 2 at offices of Seeley, High Holborn.

O'Hara, John, Darlington, Durham, out of business. July 6 at 3 at offices of Wilkes, Northgate, Darlington.

Owen, Alfred Sidney, Westernham, Kent, Schoolmaster. July 5 at 6 at King's Arms Hotel, Westernham. Richardson.

Patchett, John, Queensbury, York, Innkeeper. July 6 at 2 at the Old Original Queen's Head Inn, High st, Queensbury. Stansfield, Halifax.

Pearall, Francis, Stoke-upon-Trent, out of business. June 30 at 11 at offices of Welsh, Caroline st, Longton.

Peatman, Thomas, Widnes, Lancaster, Baker. July 3 at 11 at offices of Beasley, Victoria rd, Widnes.

Bowles, Henry, Little London, Worcester, House Decorator. July 5 at 11 at offices of Allen and Beauchamp, Sansome pl, Worcester.

Routledge, George, Lincoln, Bookseller. June 5 at 2 at offices of Durance, Mint lane.

Saxby, Henry, Lewes, Sussex, Chemist. July 8 at 3 at the White Hart Hotel, Lewes. Lamb and Evett, Brighton.

Schofield, William, Birkenhead, Chester, Licensed Victualler. July 1 at 3 at offices of Thompson, Hamilton st, Birkenhead.

Seales, Charles, Blackburn, Lancaster, Theatre Lessee. July 6 at 11 at offices of Ainsworth, Clayton st, Blackburn.

Shaw James, Pocklington, York, Tailor. July 5 at 10 at offices of Crumbie, Stonegate.

Shelbourne, John, Narrow st, Limehouse, Lighterman. July 15 at 3 at the Guildhall Coffee House, Gresham st. Keane and Co, Mark lane.

Shipway, George James, Bow rd, Stay Manufacturer. July 5 at 12 at offices of Philpott, Guildhall chambers, Basinghall st.

Smith, George, White Waltham, Berks, Baker. July 6 at 11 at offices of Gress, 44, Fenchurch, Reading.

Smith, George, and John Henry Rochester Breckles, Railway approach, Cannon st, Fishmongers. July 8 at 1 at the Guildhall Coffee House, Gresham st. Hillcarys and Taylor, Fenchurch buildings.

Smith, John Henry, Birmingham, Commission Agent. July 5 at 12 at offices of Hawkes and Weekes, Temple st, Birmingham.

Smith, William Lester, Birmingham, Brassfounder. July 5 at 11 at the Midland Hotel, New st, Birmingham. Robinson and Son, Birmingham.

Spence, James, James Walter, Cliffe, near Lewes, Stationer. July 7 at 12 at 145, Cheapside. Hillman, Lewes.

Stcliffe, Reuben, Oldham, Lancashire, out of business. July 14 at 3 at the Park Hotel, Park rd, Oldham. Whitaker, Oldham.

Thomas, William Evan, Cardiff, Publican. July 3 at 3 at offices of Jenkins and Co, Philharmonic chambers, Cardiff. Stephens, Cardiff.

Travers, Jacob, Southampton, Greengrocer. July 5 at 3 at offices of Bell, Portland st, Southampton.

Turner, William Henry, Clarendon rd, Notting hill, Baker. July 5 at 2 at offices of Rivington and Son, Fenchurch buildings.

Wadmore, Isaac Thomas, London wall, Umbrella Manufacturer. July 12 at 3 at offices of Podmore and Harte, Moorgate st.

Walton, Elijah, Bromsgrove, Worcester, Artist. July 7 at 12 at the Golden Cross Hotel, Bromsgrove. Scott and Horton, Bromsgrove.

Webb, Thomas, and Thomas George Webb, Newton nr Manchester, Flint Glass Manufacturers. July 5 at 4.30 at offices of Addleshaw and Warburton, Norfolk st, Manchester.

Westoby, Isaac, Hoxton st, Hoxton, Tailor. July 1 at 3 at offices of Priestley and Co, Cheapside. Lucas, Great James st, Bedford row.

Wharton, Thomas Edward, Birmingham, Wholesale Ironmonger. July 12 at 2 at the Queen's Hotel, Stevenson pl, Birmingham.

Widners and Bradbury, Birmingham.

White, Thomas, Thorpe Bailey, York, Nut and Bolt Manufacturer. July 5 at 3 at offices of Levick, Paradise sq, Sheffield.

Whiteley, John Stott, Manningham, York, Butcher. July 2 at 11 at offices of Berry and Robinson, Charles st, Bradford.

Williams, Henry, Hillhampton, Worcester, Licensed Victualler. July 7 at 12 at offices of Corbett, Avenue House, The Cross, Worcester.

Williams, Thomas, Stafford, out of business. July 2 at 11.30 at offices of Tennant and Co, Cheapside, Hanley.

Wright, James, York, Skating Rink Proprietor. July 3 at 10 at offices of Crumbie, Stonegate.

SCHWEITZER'S COCOATINA,

Anti-Dyspeptic Cocoa or Chocolate Powder.

Guaranteed Pure Soluble Cocoa of the Finest Quality, with the excess of fat extracted.

The Faculty pronounce it "the most nutritious, perfectly digestible beverage for Breasts, Luncheon, or Supper, and invaluable for Invalids and Children."

Highly commended by the entire Medical Press.

Being without sugar, spice, or other admixture, it suits all palates, keeps better in all climates, and is four times the strength of cocoas thickened yet weakened with starch, &c., and is REALITY CHEAPER than such Mixtures.

Made instantaneously with boiling water, a teaspoonful to a Breakfast Cup, costing less than a halfpenny.

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INSTITUTED 1858.

The TWENTIETH ANNIVERSARY FESTIVAL in aid of this Association will take place at the "SHIP" HOTEL GREENWICH, on WEDNESDAY, 30th JUNE, 1880, the RIGHT HON. SIR JAMES HANNEN in the Chair.

Tickets may be had of the Secretary, 25s. each. Dinner at Half-past Six o'clock, p.m.

OFFICES OF THE ASSOCIATION, 9, CLIFFORD'S-INN, E.C.

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COMPANY. Chief Office—126, Chancery-lane, London, W.C.
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The Company advances Money on Mortgage of Life Interest and Reversions, whether absolute or contingent.
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ANNUAL REPORT, 1880.

Amount of Assurances accepted.....	£1,134,444
Ditto during the last five years.....	6,266,013
Total assurances.....	19,044,745
Revenue.....	796,459
Invested Funds.....	5,514,732

DIVISION OF PROFITS, 1880.

THE PROFITS WHICH HAVE ARISEN SINCE 1875 will be divided among Policies in existence at the close of the current year, and assurances now effected will participate.

Since 1835 the Company has distributed THREE MILLIONS Sterling on Bonus additions to Policies.

London: 82, King William-street, E.C., and 3, Pall Mall East, S.W.
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FOUNDED A.D. 1845.

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ESTABLISHED 1851.

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A Pamphlet, with full particulars, on application.

FRANCIS HAVENSCROFT, Manager.

31st March, 1880.

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Annual and other Returns Stamped and Filed.

26, 1880

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